Agenda
City Commission Regular Meeting
Monday, August 24, 2026 - 7:00 PM
151 Martin Street, Birmingham, MI
City Commission Room 205

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Clinton Baller, Mayor

2. ROLL CALL

Alexandria Bingham, City Clerk

3. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

ANNOUNCEMENTS

A. Happy Birthday Commissioner Host!

B. Join your Friends, Jim Nash, Oakland County Water Resources Commissioner, and the City Government of Birmingham, MI for an afternoon of education and bug fun. See how stormwater moves through our community and why it matters. Friends of the Rouge monitoring team will be leading a bug hunt where you will see some of these important Rouge River Critters up close and learn why we look for them.

Date: Saturday, August 29
Time: 12 PM - 3 PM
Where: Linden Park, Birmingham

APPOINTMENTS

A. Advisory Parking Commitee
   1. Brian Haines

To appoint _____ to the Advisory Parking Committee as a regular member, a retail representative, to serve a three-year term expiring September 4, 2029.

To appoint _____ to the Advisory Parking Committee as a regular member, a resident shopper, to serve the remainder of a three-year term expiring September 1, 2028.

To appoint _____ to the Advisory Parking Committee as an alternate member who owns property, owns a business or works in the parking assessment district to serve a three-year term expiring September 4, 2029.

To appoint _____ to the Advisory Parking Committee as an alternate member who owns property, owns a business or works in the parking assessment district to serve a three-year

term expiring September 4, 2029.

B. Parks and Recreation Board
   1. Luke Joseph

   To appoint _____ as a regular member to serve the remainder of a three-year term to expire March 13, 2029.

   To appoint _____ as an alternate member to serve the remainder of a three-year term to expire March 13, 2028.

C. Public Arts Board
   1. Anne Ritchie

   To appoint _____ as an alternate member to the Public Arts Board to serve a three-year term to expire January 28, 2029.

D. City of Birmingham Community House Foundation
   1. Deborah Jerzy

   To appoint _____ as a regular member to the City of Birmingham Community House Foundation to serve the remainder of a two-year term to expire June 19, 2028.

4. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

The City of Birmingham welcomes public comment which may be limited to a certain number of minutes per person speaking, announced at the Mayor's discretion at the beginning of the public comment portion of the agenda, on items or discussions that do not appear anywhere else in the printed agenda. The Commission will not participate in a question and answer session and will take no action on any item not appearing on the posted agenda. The public can also speak to agenda items as they occur when the presiding officer opens the floor to the public. When recognized by the presiding officer, please state your name for the record, and direct all comments or questions to the presiding officer.

5. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

A. Resolution to approve the workshop City Commission meeting minutes of Monday, August 10, 2026.

B. Resolution to approve the regular City Commission meeting minutes of Monday, August 10, 2026.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 12, 2026, in the amount of $11,149,213.99.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 19, 2026, in the amount of $1,389,548.15.

E. Resolution to extend the existing Master Services Agreement with OpenGov for a three-year term at a flat annual amount of $37,734.93, for a total contract cost of $113,204.79 over the next three years, and authorize the Finance Director to sign the Order Form.

F. Resolution to set a public hearing date of September 28, 2026, to consider the Special Land Use Permit application for 211 S. Old Woodward — Birmingham 8 Movie Theater — to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

G. Resolution to set a public hearing date of September 28, 2026, to consider the Special Land Use Permit application for 209 Hamilton Row — The Emagine Palladium — to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

H. Resolution to set a public hearing date of September 28, 2026 to consider amendments to the Zoning Ordinance and Birmingham Code of Ordinances as follows:

1. Article 2, Sections 2.03 through 2.45 to modify the permitted uses to add "rental unit" to the list of residential permitted uses, to remove "renting of rooms" from the list of accessory permitted uses, and to add "residential amenities" to the list of accessory permitted uses.
2. Article 3, Section 3.07 Permitted Uses and Special Uses, to add "Rental Unit" and "Residential Amenities" land use categories to the Triangle Overlay District Land Use Matrix.
3. Article 4, Section 4.46, Pk-02 Off-Street Parking Spaces Required, Table A, To Add Required Off-Street Parking for Rental Unit Land Use Category.
4. Article 5, Sections 5.02 through 5.15 to add use specific standards for "rental unit" and to remove use specific standards for "renting of rooms."
5. Article 9, Section 9.02 to add definitions for rental unit, short-term rental, medium-term rental, long-term rental, owner-occupied rental, hosted rental, and residential amenities.
6. Part II of the City Code, Chapter 22 – Community Development Regulations, Article VI. – Property Maintenance Code, to Modify Division 4. – License for Rented, Leased Premises to remove on-site parking requirements with the intent of relocating parking requirements to the Zoning Ordinance, and to modify terminology to be consistent with the Zoning Ordinance.

6. CITY MANAGER'S REPORT

The City Manager's Report regularly occurs on the second City Commission meeting of the month. Additionally, reports from prior months can be viewed on the City's website.

A. August 2026 City Manager's Report

7. UNFINISHED BUSINESS

8. NEW BUSINESS

A. Resolution to approve a Design/Build Agreement with DMC Consultants, Inc. for the final design and renovation of the first floor of 400 E. Lincoln to house Next senior services in the amount not to exceed $3,150,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #233.0-673.000-811.0000.

B. Resolution to approve the draft Request for Proposals for the Infrastructure Master Plan and to authorize posting the Request for Proposals on the Michigan Intergovernmental Trade Network.

C. Resolution to approve the appointment of a fourth magistrate for the 48th District Court as

required by MCL 600.8501(2).

D. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

E. Commission discussion on items from a prior meeting.

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communications regarding public safety

B. Communication regarding Wimbleton

11. REPORTS

A. Commissioner Reports

B. Commissioner Comments

C. Advisory Boards, Committees, Commissions' Report

D. Legislation

E. City Staff

1. Wimbleton Phase 1 Project Updates

2. Short Term Rental Report

F. Information Only

12. ADJOURN

***This agenda was amended on August 21, 2026, at 11:20 a.m. to include new business item C regarding an additional magistrate for the 48th District Court.**

City boards and committees meet in person, and most have a virtual option available to the public. Members of the public may attend the City Commission meeting in person at Birmingham City Hall or attend virtually.

Link to Access Virtual Meeting: https://zoom.us/j/655079760
Telephone Meeting Access: 877 853 5247 US Toll-free
Meeting ID Code: 655 079 760

City Hall is open to the public during regular business hours, Monday through Friday from 8 a.m. – 5 p.m. The Police Department lobby entrance on the east side of City Hall on Pierce Street operates as the after-hours public entrance.

Individuals requiring assistance to enter the building should request aid via the intercom system at the parking lot entrance gate on Henrietta Street.

Persons who require mobility, visual, hearing, or other assistance for effective participation in this public meeting should contact the City Clerk's Office at (248) 530-1880, or (248) 644-3405 (TDD) at least one day before the meeting to request help.

Las personas con incapacidad que requieren algún tipo de ayuda para la participación en esta sesión pública

deben ponerse en contacto con la oficina del escribano de la ciudad en el número (248) 530-1800 o al (248) 644-3405 (para las personas con incapacidad auditiva) por lo menos un dia antes de la reunión para solicitar ayuda a la movilidad, visual, auditiva, o de otras asistencias. (Title VI of the Civil Rights Act of 1964)

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE ADVISORY PARKING COMMITTEE

At the regular meeting of Monday, August 24, 2026 the Birmingham City Commission intends to appoint the following positions to the Advisory Parking Committee:

- One regular member, a retail representative, to serve a three-year term expiring September 4, 2029
- One regular member, a resident shopper, to serve the remainder of a three-year term expiring September 1, 2028
- Two alternate members, who own property, own a business or work in the parking assessment district to serve a three-year terms expiring September 4, 2029

Interested persons may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, August 19, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The Committee shall recognize parking requirements of the central business district (CBD) and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	**Criteria/Qualifications**
	The majority of the members shall be residents and membership shall be as follows: 7 – Regular Members: 2 – Retail 1 – Professional Firm Member 1 – BSD Member 1 – Residential Shopper 2 – Residents 2 Alternate Members – may be appointed who own property, own a business or work in the former parking assessment district.
Brian Haines	Hospitality and real estate professional seeking an alternate position on the board.

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Advisory Parking Committee as a regular member, a retail representative, to serve a three-year term expiring September 4, 2029.

To appoint _____ to the Advisory Parking Committee as a regular member, a resident shopper, to serve the remainder of a three-year term expiring September 1, 2028.

To appoint _____ to the Advisory Parking Committee as an alternate member who owns property, owns a business or works in the parking assessment district to serve a three-year term expiring September 4, 2029.

To appoint _____ to the Advisory Parking Committee as an alternate member who owns property, owns a business or works in the parking assessment district to serve a three-year term expiring September 4, 2029.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#155]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Tue, Jul 14, 2026 at 3:42 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Advisory Parking Committee
Specific Category/Vacancy on Board (see below)	alternate seat
Name	Brian Haines
Residential Address	287 Ravine Rd. Birmingham, MI 48009 United States
Business Address	287 Ravine Rd. Birmingham, MI 48009 United States
Phone Number *	(248) 252-5785
Email **By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.**	bh@dish-pit.com
Length of Residence	1.5
Occupation	Hospitality, Rel Estate, Development
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	I work in hospitality and real estate, so I think about how people access, experience, and return to a downtown — parking is central to that. I've been attending city committee meetings regularly and want to contribute where my background is useful.
List your related employment experience	Career in hospitality, real estate, and development, with day-to-day experience in operations, site planning, and how parking supply affects downtown business viability.
List your related community activities	I regularly attend Birmingham committee meetings and previously applied for the Design Review Board. I'm a downtown resident and shopper and want to be more involved in the city.
List your related educational experience	Business degree from the Cooking and Hospitality Institute of Chicago and an Associates degree in business at O.C.C. — plus ongoing professional experience in real estate and hospitality management.
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or	None. Neither I nor any member of my immediate family has a financial or business relationship with any supplier, service provider, or contractor of the City of Birmingham.

contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	
Do you currently have a relative serving on the board/committee to which you have applied?	no
Are you an elector (registered voter) in the City of Birmingham? *	yes

ADVISORY PARKING COMMITTEE

Resolutions: 8-882-84, 9-989-84, 05-152-00, 05-139-17, 10-258-19, 10-232-23
Terms: Three years
Appointment requirements for regular members: The majority of the members shall be residents and membership shall be as follows:
7 Regular Members
- 2 - Retail
- 1 – Professional Firm
- 1 – BSD Member
- 1 – Residential Shopper
- 2 - Residents

2 Alternate Members - may be appointed who own property, own a business or work in the parking assessment district.

The Advisory Parking Committee shall provide guidance to the City Commission in the management of Birmingham's Auto Parking System. The committee shall recognize parking requirements of the CBD and fairly assess the costs to users. It will provide for attractive, maintained and safe facilities.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Arpin	**James J.**	313-949-0252	5/9/2022	9/4/2027
410 Southfield Road			Resident (engineer/consultant)	
Birmingham 48009		*jjarpin@gmail.com*		
Ford	**Aaron**			
151 Martin Street		(248) 530-1257	Staff Liaison	
Birmingham 48009		*aford@bhamgov.org*		
Hardy	**Patricia**	(248) 229-2762	10/6/2025	9/4/2027
411 S Old Woodward #829			Small Retail	
Birmingham 48009		*pathardy@comcast.net*		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Moody 957 Pleasant Birmingham	**Michelle** 48009	313-850-8072 *mmoody1@yahoo.com*	5/22/2023 Resident	9/1/2028
Silverman 1200 Latham Birmingham	**Lisa** 48009	248-642-3337 *lisas229@aol.com*	10/7/2019 Professional Firm	9/1/2028
Taddei 112 Peabody Birmingham	**Michele** 48009	(248) 275-3125 *fullercentralpark*	10/10/2024 BSD member	9/4/2027
Vacated	**11/12/2025**		Resident Shopper	9/1/2028
Vacated	**11/6/2025**		Alternate	9/4/2026
Vacated	**8/5/2026**		Retail	9/4/2026
Vacated	**9/15/2025**		Alternate	9/4/2026

ADVISORY PARKING COMMITTEE

PURPOSE: There is hereby established an Advisory Parking Committee to provide guidance to the Birmingham City Commission in the management of the Birmingham Auto Parking System, including street parking meters, that will: recognize parking requirements of the various interests in the Central Business District (CBD); fairly assess the costs of the parking system to users of the facility; create the least possible traffic impact on the CBD and the immediately abutting residential areas; provide for attractive, well-maintained, safe facilities; include plans for an orderly and responsive answer to future parking needs.

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. *Downtown Commercial Representatives -

   A. Large Retail - One (1) member
   B. Small Retail - One (1) member
   C. Professional Firm - One (1) member
   D. Building Owner - One (1) member
   E. Restaurant Owner - One (1) member

II. Downtown Employee Representative - One (1) member

III. Residential - Two (2) members who do not qualify under any of the above categories.

IV. Resident Shopper - One (1) member

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

ORGANIZATION: The Committee shall elect a Chairperson from its membership annually at its first meeting after the first Monday of September. The City Engineer shall be a non-voting, ex-officio member of the Committee and shall serve as the coordinating link between the Committee and various City Departments. A secretary shall be furnished by the City for the purpose of keeping Minutes of Committee meetings.

* Resolution 09-1057-85 determined that "Downtown" means Parking Assessment district

MEETINGS: The Committee shall hold at least one (1) regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Committee. Special meetings may be called by the Chairperson of the Committee or by request of any three (3) members of the Committee. There shall be at least a two- (2-) day notice for any special meeting. The Committee shall adopt such rules for the conduct of its business as it may from time to time adopt by resolution. The Committee shall keep a written or printed record of its proceedings which shall be a public record and property of the City.

EXPENDITURES: The Committee shall have the power to expend such funds as may from time to time be appropriated to it by the City Commission for the purpose of carrying out the powers and duties of the Committee. Funds expended by the Committee shall be processed through regular City channels and be accounted for in the Auto Parking Fund Budget.

POWERS AND DUTIES: The Committee shall recommend:

1. A proper rate relationship between the charges for street meters, parking lot fees (short term and long term), and permit fees.

2. Parking fees that, while maintaining the financial integrity of the system, are still attractive to users.

3. The proper ratio between the number of short term, long term, and permit parkers in the attendant-operated lots and structures.

4. The area in each structure that should be assigned for short term, long term, and permit parking.

5. An equitable method of assigning permit parking spaces.

6. Financial objectives that reflect the requirements of ordinances and the need for information on the revenue received from specific users of the system.

7. A public relations program that will educate the public to the location of parking facilities, their ease of use, their close proximity to many fine stores offering a great variety of merchandise and the benefits of validated parking.

8. Corrective steps if the level of either maintenance or policing of the system facilities is inadequate.

9. Specific ordinance changes that will encourage private off-street parking in the CBD and/or to help to improve the system operation as a whole.

REPORTS: The Committee shall make and submit to the City Commission an annual report in January regarding the general activities, operations and accomplishments of the Committee for the preceding year. The Committee shall, from time to time, as occasion requires, advise the City Commission in writing on recommendations for the improvement of the Auto Parking System.

BUDGET: Not later than the first day of February of each year, the Committee shall present to the City Commission a request for funds which the Committee believes necessary to carry out its function as an advisory committee.

Adopted by Commission Resolution No. 08-882-84 - August 6, 1984

Revised by Commission Resolution No. 09-~~1028~~989-84 - September ~~17,~~ 1984

CITY OF BIRMINGHAM

RESOLUTION NO. 05-139-17

A RESOLUTION TO AMEND RESOLUTION NO. 08-882-84 – AUGUST 6, 1984, ADVISORY PARKING COMMITTEE, MEMBERS:

THE CITY OF BIRMINGHAM RESOLVES:

To amend Resolution No. 08-882-84 – August 6, 1984, Advisory Parking Committee, Members, as follows:

MEMBERS: The Birmingham City Commission shall appoint the Advisory Parking Committee, consisting of nine (9) members, each to be appointed for a term of three (3) years, but in the first instance, three (3) members shall be appointed for terms expiring on the first Monday in September, 1985, three (3) members shall be appointed for terms expiring on the first Monday in September, 1986, and three (3) members shall be appointed for terms expiring on the first Monday in September, 1987.

The majority of the members shall be residents and membership shall be as follows:

I. Downtown Commercial Representatives –

A. Large Retail – One (1) member

B. Small Retail – One (1) member

C. Professional Firm – One (1) member

D. Building Owner – One (1) member

E. Restaurant Owner – One (1) member

II. Downtown Employee Representative – One (1) member

III. Residential – Two (2) members who do not qualify under any of the above categories.

IV. Resident Shopper – One (1) member

The city commission may appoint two alternate members who own property, own a business or work in the parking assessment district to serve as needed on the Advisory Parking Committee during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the Advisory Parking Committee in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the Advisory Parking Committee.

Members of the Committee can be removed for cause determined at a public hearing at any time by the City Commission. Vacancies occurring shall be filled for the unexpired term by the City Commission.

All other portions of Resolution No. 08-882-84 shall remain unaffected.

Dated this 22nd day of May, 2017.

Mark Nickita, Mayor

J. Cherilynn Brown, City Clerk

I, J. Cherilynn Brown, City Clerk of the City of Birmingham, do hereby certify that the foregoing resolution was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held May 22, 2017.

J. Cherilynn Brown, City Clerk

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE PARKS AND RECREATION BOARD

At the regular meeting of Monday, August 24, 2026, the Birmingham City Commission intends to appoint the following positions to the Parks and Recreation Board:

- One regular member to serve the remainder of a three-year term to expire March 13, 2029
- One alternate member to serve the remainder of a three-year term to expire March 13, 2028

Interested persons may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, August 19, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The Parks & Recreation Board consists of seven members who serve for three-year terms without compensation. The goal of the board is to promote a recreation program and a park development program for the City of Birmingham. The Parks & Recreation Board shall recommend to the City Commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members must be electors of the City of Birmingham.
Luke Joseph	6-year resident and accountant looking to join the Parks and Recreation Board.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to serve the remainder of a three-year term to expire March 13, 2029.

To appoint _____ as an alternate member to serve the remainder of a three-year term to expire March 13, 2028.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#156]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Wed, Aug 5, 2026 at 4:08 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Parks & Recreation
Name	Luke Joseph
Residential Address	1520 Pierce St Birmingham, MI 48009 United States
Phone Number *	(248) 657-0665
Email By providing your email to the City, you agree to receive news and notifications from the City. If you do not wish to receive these messages, you may unsubscribe at any time.	lukejosephusa@gmail.com
Length of Residence	6
Occupation	Accountant
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	Serving the city and community
Are you an elector (registered voter) in the City of Birmingham? *	Yes

PARKS AND RECREATION BOARD

Article II, Section 78

Objectives: The Parks and Recreation Board shall promote a recreation program and a park development program for the City. The Board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public.

Seven regular members, Three-year Terms, Appointed by the City Commission
Two alternate members, Three-year Terms, Appointed by the City Commission
Members must be electors of the City of Birmingham
Meetings held the first Tuesday of each month at 6:30 PM.

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Carmona 887 Lakeview Ave.	**Heather**	(248) 867-1346 *htcarmona@sbcglobal.net*	3/12/2018 Regular Member	3/13/2027
Castellano 1553 E Lincoln	**Narlu**	*narlu.castellano@gmail.com*	3/9/2026 Regular Member	3/13/2029
Collins 958 Pleasant	**Susan**	(248) 761-6873 *sbdcollins@comcast.net*	3/9/2020 Regular Member	3/13/2027

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Einstein 419 Pilgrim Ave	**Jessica**	(248)821-0306 *jessicaeinstein@gmail.com*	5/8/2023 Regular Member	3/13/2027
Kupczyk 592 W Lincoln	**Sarah**	(773)414-4727 *sc23carroll@gmail.com*	3/27/2023 Regular Member	3/13/2029
Lipp 2682 Buckingham	**Anne**	(248) 225-0136 *aecubera@gmail.com*	11/23/2020 Regular Member	3/13/2028
Vacated	**3/9/2026**		Alterante	3/13/2028
Vacted	**3/9/2026**		Regular Member	3/13/2029
Weinberg	**Sienna**		2/23/2026 Non-Voting Student	12/31/2026

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Wrobel 2665 Windemere	**Joe**	(248)225-5937 *wrobel4j@aol.com*	4/3/2023 Alternate	3/13/2029

ARTICLE II. PARKS AND RECREATION BOARD[1]

Sec. 78-26. Created; composition.

There is hereby created a parks and recreation board consisting of the city manager and the director of public services or their designated representatives as nonvoting ex-officio members, and seven members, who are electors in the city, appointed by the city commission.

The city commission may appoint two alternate members to serve as needed on the parks and recreation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the parks and recreation board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the parks and recreation board.

(Code 1963, § 3.21; Ord. No. 2233, 5-22-17)

Sec. 78-27. Terms of members; vacancies.

The initial members of the parks and recreation board shall be appointed for the following terms: Two for one year, two for two years, and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the unexpired term.

(Code 1963, § 3.21)

Sec. 78-28. Organization.

Within 15 days after the appointment of members to the original parks and recreation board and within 15 days after the making of annual appointments to the board, the members of the board shall meet in regular session and elect from the members a chairman who shall be the presiding officer of the board, and a vice-chairman who shall serve in the absence of the chairman. A secretary who shall keep and maintain the minutes and records of the board shall also be elected. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected, and there shall be no limitation upon successive elections of the same person to any office. The ex-officio members of the board may not act as chairman or vice-chairman but may act as secretary.

(Code 1963, § 3.22)

[1]Cross reference(s)—Boards and commissions, § 2-171 et seq.

Sec. 78-29. Compensation.

All members of the parks and recreation board, except ex-officio members, shall serve without compensation.

(Code 1963, § 3.23)

Sec. 78-30. Meetings and quorum.

The parks and recreation board shall set a time for a regular meeting at least once each month and shall determine the manner in which special meetings may be noticed and held. The chairman may cancel a meeting if there is no matter requiring consideration by the board. A quorum for the transaction of business at the regular and special meetings shall be five members, at least one of whom shall be an ex-officio member or his designated representative.

(Code 1963, § 3.24; Ord. No. 2022, 2-22-10)

Sec. 78-31. Objectives and duties.

The parks and recreation board shall promote a recreation program and a park development program for the city. In carrying out these objectives it shall:

(1) Serve as a forum for the consideration of policy matters related to the operation of a park and recreation program.

(2) Advise the public with regard to the policies established by the city commission relating to the park and recreation program.

(3) Serve in advisory capacity to the city commission in regard to all matters affecting parks and recreation which are referred to it by the city commission.

(4) Recommend to the city commission a recreation program, fee schedules, and the adoption of a long-range program for the development of park areas and facilities.

(5) Recommend to the city commission hours of operation and allocation of facility use.

(Code 1963, § 3.25)

Sec. 78-32. Regulations.

The parks and recreation board shall recommend to the city commission for adoption such rules and regulations pertaining to the conduct and use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals, and welfare of the public. The violation of any such duly adopted rule or regulation by any party shall be deemed to constitute a violation of this section.

(Code 1963, § 3.26)

Sec. 78-33. Scope of authority.

The parks and recreation board is a nonadministrative board serving solely in an advisory capacity. In that capacity, the board may make recommendations to the city commission but may not assume any legislative or

administrative authority in the operation of any city department, park, or recreation facility except as specifically provided in this article.

(Code 1963, § 3.27)

Secs. 78-34—78-55. Reserved.

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE PUBLIC ARTS BOARD

At the regular meeting of Monday, August 24, 2026, the Birmingham City Commission intends to appoint the following position to the Public Arts Board:

- One alternate member to the Public Arts Board to serve a three-year term to expire January 28, 2029

Interested persons may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, August 19, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	**Criteria/Qualifications**
	Members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.
Anne Ritchie	15-year resident and artist who works as an art teacher.

SUGGESTED COMMISSION ACTION:

To appoint _____ as an alternate member to the Public Arts Board to serve a three-year term to expire January 28, 2029.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

C.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#157]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Mon, Aug 10, 2026 at 8:12 PM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	Public Arts Board
Name	Anne Ritchie
Residential Address	7755 Foster Rd Clarkston, Michigan 48346 United States
Business Address	657 S. Eton St Birmingham, MI 48009 United States
Phone Number *	(248) 635-1765
Length of Residence	2011
Occupation	Artist / Art Teacher
Reason for Interest: Explain how your background and skills will enhance the board to which you have applied.	A long term Birmingham resident/business and art teacher at Birmingham Bloomfield Art Center. Spent several years on the PAB and felt I helped contribute through volunteering, participating in meetings, sculpture selection and acquiring.
List your related employment experience	Art Instructor at Birmingham Bloomfield Art Center
List your related community activities	Volunteer Art Teacher at Detroit Public Schools Volunteer Leader Dogs for the Blind NFL Alumni and Detroit Lions Popcorn Box Artist
List your related educational experience	School of the Art Institute of Chicago College for Creative Studies
To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain.	No.
Do you currently have a relative serving on the board/committee to which you have applied?	No
Are you an elector (registered voter) in the City of Birmingham? *	No

PUBLIC ARTS BOARD

City Code - Chapter 78, Article V
Terms - 3 years
7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
2 alternate members - must meet one of the already established criteria for regular members
Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Last Name / Home Address	First Name	Home / Business / E-Mail	Appointed	Term Expires
Bayer 371 E Frank St Birmingham 48009	**Jacob**	(517) 559-3087 *jacobbayer@gmail.com*	2/24/2025 Regular member	1/28/2028
Harris 1819 Washington Blvd Birmingham 48009	**Andi**	(248)765-3202 *andi.celeste.harris@gmail.com*	3/27/2023 Regular member	1/28/2028
Heller 176 Linden Birmingham 48009	**Barbara**	(248) 540-1310 (313) 833-7834 *bheller@dia.org*	1/28/2002 Regular member	1/28/2027
Jamerson 245 Townsend Birmingham 48009	**Lia**	(248) 385-2320 *liajamerson@dayspringvision.com*	6/9/2025 Regular member	1/28/2028

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Neville 1516 E Melton Birmingham 48009	**Monica**	(248) 321-1776 *monica.neville1@gmail.com*	2/5/2024 Regular Member	1/28/2027
Pincus 579 Tooting Lane Birmingham 48009	**Julie**	(248) 225-5676 *toocandoo@mac.com*	7/13/2026 Regular Member	1/28/2029
Ruden 545 N. Eton Birmingham 48009	**Sarey**	(917) 699-8039 *sarey.ruden@gmail.com*	7/13/2026 Alternate Member	1/28/2028
Vacated	**1/26/2026**		Alternate Member	1/28/2029
VanGelderen 3795 Loch Bend Commerce Twp. 48382	**Annie**	(248) 408-6132 *annievangelderen@bbartcenter.org*	1/13/2020 Artist/major cultural institution	1/28/2029

ARTICLE V. - PUBLIC ARTS BOARD

Footnotes:

*--- (**4**) ---*

***Editor's note—** Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.*

Sec. 78-101. - Definitions.

Art, civic means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

Art, public means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

Art, visual means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

Competition means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

Jury means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

Performance art means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

Rules of procedure means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

Sec. 78-102. - Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

Sec. 78-103. - Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

The city commission may appoint two alternate members to serve as needed on the public arts board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the public arts board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the public arts board.

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

Sec. 78-104. - Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

Sec. 78-105. - Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

Sec. 78-106. - Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. - Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. - Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. - Assistance.

The public arts board may call upon the city manager for information and services from the various city departments as it may require. The public arts board may recommend to the city commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-110. - Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

Sec. 78-111. - Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-112. - Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-113. - Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)

BIRMINGHAM

NOTICE OF INTENTION TO APPOINT TO THE CITY OF BIRMINGHAM COMMUNITY HOUSE FOUNDATION

At the regular meeting of Monday, August 24, 2026, the Birmingham City Commission intends to appoint the following position to the City of Birmingham Community House Foundation:

- One regular member to serve the remainder of a two-year term to expire June 19, 2028

Interested persons may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, August 19, 2026. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Duties

The purpose of the City of Birmingham Community House Foundation Board of Directors is to govern and oversee the ownership, maintenance, and improvement of the Community House and to provide social, philanthropic, and civic activities for the residents of Birmingham. The Board of Directors is responsible for mission stewardship, strategic planning and leadership, financial oversight, fundraising and resource development, and act as ambassadors in the community building connections with stakeholders, funders and other potential allies.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members shall include two City Commissioners, and seven at large members who are stakeholders in Birmingham and, insofar as possible, represent a broad cross section of the community with specific education or experience in finance, fundraising, philanthropy, business and/or the legal profession.
Deborah Jerzy	Retired Sales and Service professional who is very familiar with Community House operations.

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the City of Birmingham Community House Foundation to serve the remainder of a two-year term to expire June 19, 2028.

NOTE: All members of boards and commissions are subject to the provisions of City of Birmingham City Code Chapter 2, Article IX, Ethics and the filing of the Affidavit and Disclosure Statement.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- COMMUNITY HOUSE FOUNDATION – BOARD OF DIRECTORS [#22]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Sat, Aug 15, 2026 at 10:38 AM
Reply-To: no-reply@wufoo.com
To: clerksoffice@bhamgov.org

Name *	Deborah Jerzy
Email *	debeesallthat@aol.com
Phone Number	(954) 258-4784
Residential Address	1802 South Hill Blvd Bloomfield Hills, Mi 48304 United States
Occupation	Retired from Sales
Length of Residence	35 years
List your related employment and educational experience.	Sales and Service
List your related community activities.	I've volunteered for multiple events at the Community House. i.e. House Tour, events on the terrace, ect.
What skills, experiences, or perspectives do you bring to the role that would benefit the Foundation and the residents?	My 35 year experience in Service and volunteering.
What is your vision for the Foundation's future?	Bring the Community house back to the glory that it once was.
What do you see as the biggest challenges facing the Community House, and how would you address them as a director?	The challenge is getting the community to take advantage of what it once was.
What opportunities/initiatives do you think the Foundation should prioritize in the next 1-5 years?	Bringing the residents back and utilizing the beautiful space that the Community House has to offer.
Describe any experience you have with donor cultivation or fundraising campaigns.	I don't have any fundraising experience other then my years as the Director of the Ambassador program through the Chamber of Commerce.
Are you able to attend regular board meetings, and can you commit to a full board term?	Yes
What would success look like during your board service?	Success would be Re-introducing new residents of Birmingham to the Community House and bringing back the Glory that it once was.

Is there anything else you would like us to know about you?	My mom was the Director of Facility Management at the Community House for 32 years. During her tenure I became very familiar with the House and multiple employees. I've attended numerous events and volunteered for many of them as well. I know the Community House inside and out. Thank you in advance for this opportunity.

COMMUNITY HOUSE FOUNDATION

Resolution: 05-136-26
Terms - 4 years; expiring the third Monday in the month of June
9 regular members

The City of Birmingham Community House Foundation (the "Foundation") is proposed to be a Michigan nonprofit 501(c)(3) public charity organized to own, maintain, and improve the Community House and to carry on the social, philanthropic, and civic activities for the residents of Birmingham.

The Foundation's primary purpose would be to acquire, maintain, and improve the Community House and to support the social, philanthropic, and civic activities it has historically hosted for Birmingham residents. The Foundation would support a range of activities centered on the Community House, including community gatherings and events, civic programming and forums, philanthropic activities and fundraising, educational programs and workshops, and cultural and social events. These activities would continue the Community House's historical role as a gathering place for Birmingham residents.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Bowen 519 Harmon Birmingham 48009	**Robert**	(248) 227-6455 *rebowen2@gmail.com*	6/22/2026 Regular member	6/17/2030
Clinton	**Baller**	*cballer@bhamgov.org*	6/22/2026 Regular member - City Commission	6/19/2028
Denha 7065 Pinewood Ct, Ste 300 Bloomfield Hills 48301	**Kevin**	(248) 224-1300 *KDENHA@VISIONINVPARTNERS.CO*	6/22/2026 Regular Member	6/18/2029
Kirkman 1031 Knox St Birmingham 48009	**Eva**	*eva.m.kirkman@gmail.com*	6/22/2026 Regular Member	6/17/2030

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Long 3878 Sunset Blvd Orchard Lake 48324	**Anthony**	(586) 904-6895 *along@howardandhoward.com*	6/22/2026 Regular member	6/17/2030
Longe	**Theresa**	*tlonge@bhamgov.org*	6/22/2026 Regular member - City Commission	6/19/2028
Roberson 31301 Evergreen Rd Beverly Hills 48025	**Embekka**	(248) 203-3004 *ERoberson@birmingham.k12.mi.us*	6/22/2026 Regular member	6/18/2029
Surnow 1310 S Bates Birmingham 48009	**Sam**	(248) 877-4000 *sam@surnow.com*	6/22/2026 Regular Member	6/18/2029
Vacant			Regular member	6/19/2028

CITY OF BIRMINGHAM
OAKLAND COUNTY, MICHIGAN

RESOLUTION
05-136-26

Resolution to authorize the formation of the City of Birmingham Community House Foundation, designating the City as the sole member, and authorizing organizational filings, including adoption of the Articles of Incorporation, Bylaws, charitable trust registration with the Michigan Attorney General, and filing of IRS Form 1023.

Moved By: Commissioner Host Seconded By: Commissioner Longe

PRESENT: Mayor Baller, Commissioners Haig, Host, Kolb, Kozlowski, Longe.

ABSENT: None

Passed, adopted and approved this 18th day of May, 2026.

ROLL CALL VOTE: Ayes, Mayor Baller
Commissioner Haig
Commissioner Host
Commissioner Kolb
Commissioner Kozlowski
Commissioner Longe

Nays, None

CERTIFICATION

I, Alexandria Bingham, City Clerk, of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 18, 2026.

Alexandria D. Bingham, City Clerk

BIRMINGHAM

City Commission Special Meeting
Monday, August 10, 2026 - 6:00 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1217094973

This will be considered a workshop session of the City Commission. No formal actions will be taken. The purpose of this workshop is to discuss Public Private Partnerships.

1. Call To Order
Clinton Baller, Mayor

2. Roll Call
City Clerk Bingham called the roll.

Present: Mayor Clinton Baller, Temporary Mayor Pro Tem Therese Longe, Commissioner Brad Host, Commissioner William Kolb, Commissioner Kevin Kozlowski

Absent: Commissioner Andrew Haig

Staff: City Manager Ecker; City Clerk Bingham, City Attorney Kucharek

3. Presentation and Discussion

CM Ecker and CA Kucharek presented the item.

Commission discussion of the item included the following:

- The present conversation should regard thematic discussion of what benefits the City might be willing to offer a private partner. Details of those possible benefits would be discussed at a later date.
- The goal is to develop a menu of options for private partners that the City would be willing to consider.
- The appropriateness of each option would be considered based on the specifics of a proposed project.
- Increased density will likely be an important benefit for the City to offer a private partner.
- It might be appropriate to add density to the Rail or Triangle Districts.
- While it would be desirable to see more development in the Rail or Triangle Districts, the City does not own underutilized public property in either district. The City would have to buy property in the districts.
- There are underutilized private properties in the Triangle and Rail Districts.
- Lincoln Yard is for sale. When land goes on the market in either district, the City should be

evaluating whether it might be an appropriate location for purchase.

- It might be less appropriate to attempt to add density to the central business district.
- Developments that would add more parking to the central business district might be worth considering.
- The previous discussion regarding public private partnerships (P3s) was that proposals would be evaluated by staff and the Commission. If it was determined that it was worthwhile to explore, the project would then be referred to the Plante Moran consultants for further evaluation.
- Public property is not zoned the same as other buildings.
- Additional height in exchange for additional parking would likely be worthwhile.
- It might be reasonable to allow a private partner to replace the Pierce, Park, or N. Old Woodward decks or Lot 6 with a development if there was an offer to increase the public parking, add a private use, and provide parking for that private use onsite.
- Long term ground leases would be appropriate to consider.
- Opposition to the previously proposed N. Old Woodward project was based on there being insufficient public benefit. The ground lease proposal itself was not the cause of the opposition.
- It might be helpful to narrow these projects to a certain area of the City so it is easier to compare the projects.
- Staff could bring a report regarding the pros and cons of developing P3 projects to replace Pierce, Park, N. Old Woodward or Lot 6.
- It would be helpful to see a map of all the publicly-owned properties in the City.
- Ferndale has done a P3 project.
- There was Commission support for prioritizing additional public parking, construction of civic facilities, and infrastructure improvements as public benefits from a P3.
- There was discussion of how parking is determined for different developments in different locations in the City.
- Once the City begins speaking with developers, the Commission must be committed to its decisions regarding what it is willing to offer and what it is interested in receiving.

4. Public Comment

Frank Pisano commented regarding the City's working relationship with the Library.

David Bloom supported increased affordable housing in the City, and commented regarding potential P3 opportunities at 400 E. Lincoln and the Community House, a resident's submission to the City regarding parking, and environmental sustainability.

5. Adjourn

The Commission motioned to adjourn at 6:49 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

BIRMINGHAM

City Commission Minutes
Monday, August 10, 2026 - 7:00 p.m.
151 Martin Street, Birmingham
City Commission Room 205
Vimeo Link: https://vimeo.com/1217094973

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Clinton Baller, Mayor, opened the meeting with the Pledge of Allegiance.

2. ROLL CALL
City Clerk Bingham called the roll.

Present: Mayor Clinton Baller, Temporary Mayor Pro Tem Therese Longe, Commissioner Brad Host, Commissioner Kevin Kozlowski, Commissioner William Kolb

Absent: Commissioner Andrew Haig

Staff: City Manager Ecker; City Planner Blizinski, City Engineer Coatta, Planning Director Dupuis, Police Chief Kearney, City Attorney Kucharek, Parks and Recreation Manager Laird, Department of Public Services Director Zielinski

3. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

APPOINTMENTS

08-201-26 Appointment of Police Chief Kearney

MOTION: Motion by Longe, seconded by Kolb:
To make a motion adopting a resolution to confirm the City Manager's appointment of interim Police Chief Ryan Kearney as Police Chief and to direct the Clerk to administer the Oath of Office to Chief Kearney.

VOICE VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

ANNOUNCEMENTS

Happy Belated Birthday Mayor Pro Tem Longe!

The Clerk's Office would like to thank the Election Inspectors and City staff who helped conduct a safe and successful August 4, 2026, Primary Election. We also appreciate the many voters who participated by voting early, absentee, or in person. Approximately 40.14% of Birmingham's registered voters cast a ballot, exceeding the overall voter turnout rate in Oakland County of 36.58%.

Unofficial election results are available at oakgov.com/elections under the August Election tab. Official results will be posted after the Oakland County Board of Canvassers completes the official canvass.

The Mayor provided an update regarding the Community House.

4. OPEN TO THE PUBLIC FOR MATTERS NOT ON THE AGENDA

Susan Lamphere thanked the City on behalf of the Driscoll family for its work to improve pedestrian safety.

Jay Siefman commented regarding the City's sewer system and policing in the City.

David Bloom commented regarding the Community House.

5. CONSENT AGENDA

08-202-26 Consent Agenda

MOTION: Motion by Longe, seconded by Host:
To move approval of the consent agenda as presented, including Items A through L.

ROLL CALL VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

A. Resolution to approve the regular City Commission meeting minutes of Monday, July 27, 2026.

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 29, 2026, in the amount of $1,801,379.52.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated August 5, 2026, in the amount of $760,009.60.

D. Resolution to approve a request from the Birmingham Shopping District to hold the 2026 Winter

Markt special event on Friday, December 4, 2026 – Sunday, December 6, 2026, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

E. Resolution to approve a request by the Birmingham Shopping District to hold the 2026 Santa House special event beginning the weekend of November 28, 2026 through December 24, 2026 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

F. Resolution to set the Public Hearing of Necessity for the Birmingham Shopping District on September 14, 2026.

AND

If necessity is determined on September 14, 2026, to set the Public Hearing to Confirm the Assessment Roll for the Birmingham Shopping District on September 28, 2026.

G. Resolution to set the Public Hearing of Necessity to form a Special Assessment District for the installation of sidewalk, for all properties within the project area on Quarton Road from Pilgrim Avenue to west of Lakeside on Monday, September 14, 2026, at 7:00 P.M.; and if necessity is determined on September 14, 2026, to meet on Monday, September 28, 2026, at 7:00 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of sidewalk, for all properties within the project area on Quarton Road from Pilgrim Avenue to west of Lakeside.

H. Resolution to approve the purchase of a new holiday tree and topper for Shain Park.

I. Resolution to authorize the City Manager to execute an Addendum to the Wimbleton Drive Phase 2 Project contract (Contract No. 6-26(W)) utilizing 2 inches of hot mix asphalt in lieu of cape seal for an additional $24,266.80, with no additional cost to the special assessment district or the affected property owners, and the roadway remains an unimproved road.

J. Resolution to accept the resignation of James Esshaki from the Advisory Parking Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

K. Resolution to accept the resignation of Linda Solomon from the City of Birmingham Community House Foundation, to thank her for her service, and to direct the City Clerk to begin the process of filling the vacancy.

L. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of the City of Birmingham Community House Foundation and approve the transfer of the Class C and SDM Liquor License with Sunday Sales (AM/PM) Permits, Participation Permit, Dance/Entertainment

Permits, Catering Permit, three (3) additional Bar Permits and Outdoor Service Area Permit from the Community House Association formally located at 380 S Bates St. Birmingham, Michigan to the City of Birmingham Community House Foundation, a nonprofit Michigan corporation and cancel the Participation Permit and Catering Permit.

6. CITY MANAGER'S REPORT

CE Coatta provided an update on a water main break in the southwest corner of the City.

7. UNFINISHED BUSINESS

8. NEW BUSINESS

08-203-26 Teuta - 168 W. Maple - SLUP Public Hearing - Request to Postpone

The Mayor opened the public hearing at 7:36 p.m.

CP Blizinski presented the request to postpone.

Seeing no public comment, the public hearing was closed at 7:37 p.m.

Randy Fumia, new owner of Teuta, spoke on behalf of the request.

MOTION: Motion by Longe, seconded by Kolb:
To postpone the public hearing to September 28, 2026, to consider the Special Land Use Permit and Final Site Plan & Design Review application for 168 W. Maple, to permit the sale of alcoholic beverages for on-premise consumption as a bistro establishment and a new outdoor dining facility under new ownership.

VOICE VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

08-204-26 Award of the S. Eton Water Main Project, Contract #10-26(P) to Bidigare Contractors, Inc.

CE Coatta presented the item.

Commissioners discussed the following regarding the item:

- Per staff, the cost increased because commodity prices increased.
- Labor prices also increased.

MOTION: Motion by Kolb, seconded by Kozlowski:

To award the S. Eton Water Main Project, Contract #10-26(P) to Bidigare Contractors, Inc. in the amount of $1,288,798.00 plus a 10% construction contingency for a total of $1,351,677.80. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City, contingent upon meeting all the insurance and bond requirements by Bidigare Contracting, Inc.

AND

To approve the appropriation and amendment of the budget per the graph on page 123.

ROLL CALL VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

08-205-26 Booth Park Improvements and Playground Improvements at St. James Park and Kenning Park

DPSD Zielinski and PRM Laird presented the item.

Commissioners discussed the following regarding the item:

- Improving playgrounds in the parks was the stated intention of the second bond issue. Plan B is the most appropriate option for this reason.
- Improving St. James Park entirely will only be appropriate once Next is in the space at 400 E. Lincoln and Next and the City determined how the space should be used.
- The City is presently soliciting public feedback on Crestview.
- A more detailed breakdown and line items for the planned improvements could be helpful.

MOTION: Motion by Longe, seconded by Kolb:
To direct the Department of Public Services to proceed with Plan B as the preferred strategy for the remaining Parks Bond funds, including completion of the proposed Booth Park improvements and advancement of playground improvements at St. James Park and Kenning Park. Staff is further directed to evaluate opportunities to include priority drainage, pathway, and accessibility improvements within the available project funding and to return to the City Commission for approval of final project scopes, contract awards and any required budget amendments.

ROLL CALL VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

08-206-26 Contract with Warren Contractors & Development, Inc. for the construction of the Booth Park Entry Plaza and Trail Improvement project

DPSD Zielinski and PRM Laird presented the item.

Commissioners discussed the following regarding the item:

- The City's costs for this item will be less than the approximately $400,000 grant the City received for these improvements.
- This will be the first freestanding public bathroom in the City.
- The Commission approved a concept plan for the bathroom previously.
- The work of the Parks and Recreation Board to get the City to this point was appreciated.
- Passing this motion will be a proud day for the community.

MOTION: Motion by Longe, seconded by Kolb:
To approve the contract with Warren Contractors & Development, Inc. for the construction of the Booth Park Entry Plaza and Trail Improvement project for the amount of $2,185,922.61. Further to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

In addition, to appropriate and amend the 2026-2027 budget as follows:

Park System Construction Fund

Revenues

Draw from Fund balance	408.0-000.000-400.0000	$2,185,922.61

Expenditures

Land Improvements	408.2-901.751-979.0000	$2,185,922.61

Public Comment
Kristy Barrett commented regarding the location of the donor wall.

ROLL CALL VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

08-207-26 Selection of City of Birmingham's Official Voting Delegate for the Michigan Municipal League Annual Meeting

CM Ecker presented the item.

Commissioners discussed the following regarding the item:

- No present Commissioners were available to attend, so it was appropriate to make ACM Clemence the official voting delegate.

MOTION: Motion by Longe, seconded by Kolb:
To appoint Clemence as the City of Birmingham's official voting delegate, and an alternate delegate to perhaps be named, for the Michigan Municipal League Annual Meeting to be held in Traverse City, Michigan on October 7, 2026.

VOICE VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

Commission Items for Future Discussion

Commission discussion on items from a prior meeting

08-208-26 Mayor Selection Process

The Mayor, the City Attorney, and the City Clerk presented the item.

Commissioners discussed the following regarding the item:

- Moving the selection of the Mayor and Mayor Pro Tem to January seems reasonable. It ensures that the Mayor and Mayor Pro Tem are selected from Commissioners who have been recently elected or re-elected. It also allows a bit of distance between the election and the selection process.
- A change to the charter regarding the selection of Mayor and Mayor Pro Tem is necessitated because of a new State law regarding when election results are certified.
- It will also be necessary to change when new Commissioners are seated, due to the change in the State law. This does not require a charter change.
- There is a desire to increase the transparency of the Mayor and Mayor Pro Tem selection process.
- It could be appropriate to have a workshop or discussion in mid-December so that Commissioners willing to serve as Mayor or Mayor Pro Tem could indicate their willingness and discuss their qualifications. Commissioners and members of the public could also ask questions of those Commissioners at this meeting.
- There were different views as to whether Commissioners should be expected to indicate their interest in serving as Mayor or Mayor Pro Tem at the mid-December meeting, or whether there should be some flexibility for announcing an interest between that meeting and the selection process.
- It was noted that a Commissioner who expressed interest in serving as Mayor or Mayor Pro Tem at the mid-December meeting should also be allowed to withdraw their interest.
- It might be helpful to define the roles and responsibilities of Mayor and Mayor Pro Tem.
- It might be helpful for interested Commissioners to explain how they would expect to execute the role of Mayor or Mayor Pro Tem.
- The Mayor Pro Tem is not necessarily the Mayor-in-waiting.
- The Commission has implemented workshops prior to the selection process so the public could understand and participate in the process of selecting the Mayor and Mayor Pro Tem. Prior to these workshops, the Mayor and Mayor Pro Tem were voted on with little to no public deliberation, and the public was not clear on how those decisions were reached.
- Past Commissions also largely rotated the role of Mayor and Mayor Pro Tem based on who had served least recently. These changes instead encourage the selection of a Mayor and

Mayor Pro Tem who demonstrate interest in, and facility with, the requirements of the positions.
- Spacing out the mid-December meeting and the selection vote allows Commissioners to have time to consider their options.
- The Commission should consider codifying some of these changes in the Commission's Rules of Procedure. The Commission could also consider implementing the changes it wants to see by unanimous consent.

MOTION: Motion by Longe, seconded by Kolb:
To direct City staff to place the Mayor selection process as a formal agenda item at their convenience and provide suggested language to amend our Rules of Procedure to incorporate the potential cadence discussed this evening.

VOICE VOTE
Ayes: Longe, Baller, Host, Kozlowski, Kolb
Nays: None
Recused: None

9. REMOVED FROM CONSENT AGENDA

10. COMMUNICATIONS

A. Communications regarding NEXT and the Community House

11. REPORTS

A. Commissioner Reports
    1. Notice of Intention to Appoint to the Design Review Board
    2. Notice of Intention to Appoint to the Historic District Commission
    3. Notice of Intention to Appoint to the Advisory Parking Committee
    4. Notice of intention to Appoint to the City of Birmingham Community House Foundation - Board of Directors
    5. Update on new tenant at 33877 Woodward - Dollar Tree

CM Ecker and PD Dupuis presented the update.

Commissioners discussed the following regarding the update:
- The City could consider reviewing which businesses are not permitted by right.
- It might be challenging to define a 'dollar store' in the ordinance.
- Yoga and exercise studios should be allowed near Adams Square since there is ample parking.
- Daycare centers are a zoning use that has parking challenges.
- While there is a large demand for daycare in Birmingham, the cost and approval process can be a challenge. This could be a potential benefit generated via a private-public partnership.

C. Commissioner Comments
D. Advisory Boards, Committees, Commissions' Report
E. Legislation

F. City Staff
    1. Wimbleton Phase 1 Project Updates
    2. 2026 Cape Seal Program Update
    3. Short Term Rental Report

CM Ecker summarized the reports.

G. Information Only

12. ADJOURN

The Commission motioned to adjourn at 9:22 p.m.



Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

City of Birmingham
Warrant List Dated 08/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
310625		005430	21ST CENTURY MEDIA- MICHIGAN	767.50
310625	*	005430	21ST CENTURY MEDIA- MICHIGAN	721.45
310626		010028	A.M. LEONARD INC	1,186.21
310627		009346	ACCUFORM PRINTING & GRAPHICS, INC	159.00
310628	*	008106	ACUSHNET COMPANY	4,370.00
310629		005218	ADKISON, NEED, ALLEN & RENTROP PLLC	3,347.00
310630	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
310631		004279	AJAX MATERIALS CORPORATION	564.56
310632		BDREFUND	ALAVIZADEH, FARIDEH	200.00
310633		006686	ALLTRONICS SYSTEMS LTD	144.00
310634		BDREFUND	ANTHONY PAUL BENEDETTO	200.00
310635		009202	AQUARIUM DESIGN INC	245.00
310636		BDREFUND	ARMANDO GIUSEPPE INC	325.00
310637	*	003703	AT&T MOBILITY	1,236.76
310638	*	MISC	AUSTIN WALKER	250.00
310639		010170	BABMAR CORPORATION	2,027.68
310640		BDREFUND	BALBES CUSTOM BUILDERS INC	200.00
310641	*	010272	BIG D LOCK CITY	29.15
310642		002231	BILLINGS LAWN EQUIPMENT INC.	1,799.97
310643		BDREFUND	BLOOMFIELD CONSTRUCTION CO	100.00
310644		003526	BOUND TREE MEDICAL, LLC	476.00
310645	*	006520	BS&A SOFTWARE, INC	5,660.00
310646	*	003786	C & G PUBLISHING INC.	2,835.12
310647	*	010269	C'FORJA LLC	200.00
310648		003907	CADILLAC ASPHALT, LLC	704.06
310649	*	009078	CANON SOLUTIONS AMERICA INC	297.85
310650	*	010169	CANTU-MILLER VENTURES LLC	3,700.00
310651		000571	CAR TRUCKING INC	280.00
310651	*	000571	CAR TRUCKING INC	128.80
310652		000595	CARRIER & GABLE INC	101.00
310653	*	000979	COMERICA BANK	24,032.85
310654		BDREFUND	CRANBROOK CUSTOM HOMES LLC	5,000.00
310655	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	74.95
310656		000233	DEAN SELLERS	471.06
310657		009519	ADVANTAGE REPORTING	120.90
310658	*	010034	DEVYN MITCHELL	200.00
310659	*	000179	DTE ENERGY	78.86
310660	*	000179	DTE ENERGY	1,093.47
310661	*	000179	DTE ENERGY	1,491.19
310662	*	000179	DTE ENERGY	2,067.70
310663	*	000179	DTE ENERGY	43.86
310664	*	000179	DTE ENERGY	51.78

City of Birmingham
Warrant List Dated 08/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
310665	*	000179	DTE ENERGY	50.37
310666		000179	DTE ENERGY	41.27
310667	*	000179	DTE ENERGY	48.98
310668	*	000180	DTE ENERGY	54,764.56
310669	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,545.09
310670		000493	ED RINKE CHEVROLET BUICK GMC	1,927.13
310671		010008	ELIZABETH C. CHIAPELLI, PLLC	1,184.00
310672		008139	ENVISIONWARE INC.	2,124.50
310673	*	005446	ETHNIC ARTWORK, INC	306.00
310674		001495	ETNA SUPPLY	5,500.00
310675		BDREFUND	FARAH, TROY	300.00
310676		007212	FOSTER BLUE WATER OIL	640.76
310677		BDREFUND	FOURNIER HOME ENHANCEMENTS LLC	100.00
310678	*	010073	FRESCO COMMERICAL CLEANING	900.00
310679	*	009981	GEOCENTRIC LLC	6,600.00
310680		MISC	GLS NORTH AMERICA	1,650.00
310681		010011	GOLLING KIA OF MADISON HEIGHTS	109.32
310682		BDREFUND	GRIFFIN CEMENT LLC DBA	100.00
310683		000726	GUARDIAN ALARM	200.00
310684	*	001846	HIGHWAY MAINTENANCE&CONSTRUCTION CO	309,257.10
310685		010249	BOETTGER, HILLARIE F	768.00
310686	*	001956	HOME DEPOT CREDIT SERVICES	341.61
310687	*	MISC	IAN NOCK	95.00
310688		010322	IAN HUFFMAN	1,479.34
310689	*	004088	KGM DISTRIBUTORS INC	212.00
310690		BDREFUND	KRIETE, CHARLES N	100.00
310691	*	009451	LIFESTYLE PUBLICATIONS LLC	1,250.00
310692		009375	LITHIA MOTORS, INC SUPPORT SERVICES	266.61
310693		010003	MANOOGIAN LAW PLLC	896.00
310694	*	000888	MCKENNA ASSOCIATES INC	32,943.31
310695		009351	MERRITT CIESLAK DESIGN PLC	1,600.00
310696		BDREFUND	MIDWEST PAVEMENT CONTRACTING INC	100.00
310697	*	009047	ROBERT MONTELEONE	200.00
310698	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	243.00
310699	*	009478	ODP BUSINESS SOLUTIONS, LLC	11.78
310700		BDREFUND	OLSEN, CAROLINE E	500.00
310701	*	010273	OOMA AR CHANNEL	122.35
310702		BDREFUND	PATRYK JANUSZ JARZAB	300.00
310703		000218	ROYAL OAK P.D.Q. LLC	308.25
310704	*	008323	JOHN PETERS	200.00
310705		BDREFUND	R F PLBG HTG INC	75.00
310706	*	009394	RABAA & NACHAWATI PLLC	384.00
310707		007252	RAY WIEGAND'S NURSERY INC.	1,626.80

City of Birmingham
Warrant List Dated 08/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
310708	*	MISC	RECON POWER BIKES	10,533.98
310709	*	009949	SMALL LAW PLLC	832.00
310710		BDREFUND	SCHOENHERR HOMES LLC	100.00
310711		009548	SHARE CORPORATION	399.84
310712		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
310713		010230	SPARTAN TURF PRODUCTS LLC	761.52
310713	*	010230	SPARTAN TURF PRODUCTS LLC	26.96
310714	*	009184	SPECTRUM PRINTERS INC	374.35
310715		010144	BONDY LAW, PLLC	384.00
310716		010043	STAMELL LAW, PLLC	1,152.00
310717		BDREFUND	STUART MECHANICAL LLC	110.00
310718	*	009867	SUBURBAN LANDSCAPING MANAGEMENT INC	90.00
310719	*	007781	SWANK MOTION PICTURES, INC	785.00
310720		007408	T-MOBILE	892.42
310721	*	009658	STEVE TAYLOR MUSIC	1,800.00
310722		007087	TECHRADIUM, INC	240.00
310723		BDREFUND	TEDDY'S LANDSCAPE	100.00
310724		BDREFUND	THOMAS, KELLY J	30.00
310725		BDREFUND	TITAN DESIGN LLC	100.00
310726	*	008145	TOWN SQUARE PUBLICATIONS	990.00
310727	*	000805	UNITED STATES POSTAL SERVICE	2,830.00
310728		000808	UNIVERSAL CONTAINER CORP	3,015.44
310729	*	009093	UNIVERSAL FIDELITY LP	113.98
310730	*	008941	UPTOWN BROTHERS LLC	257.22
310731		009863	US BANK EQUIPMENT FINANCE	69.93
310732		BLREFUND	VALET KING COMPANY	200.00
310733	*	000158	VERIZON WIRELESS	295.62
310734	*	000158	VERIZON WIRELESS	98.97
310735	*	000158	VERIZON WIRELESS	76.02
310736		BDREFUND	VINTAGE ROSE	100.00
310737		BDREFUND	WALLSIDE INC	1,000.00
			SUBTOTAL PAPER CHECK	$533,793.20
ACH TRANSACTION				
16624	*	001357	ART/DESIGN GROUP LTD	536.25
16625		009609	BALIAN LEGAL, PLC	640.00
16626	*	003839	MATTHEW J. BARTALINO	1,014.30
16627	*	000517	BEIER HOWLETT PC	55,089.17
16628	*	007345	BEVERLY HILLS ACE	69.65
16629	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	496.00
16630	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	3,460,767.21
16631		010320	CARBYNE INC	49,070.70
16632	*	009396	CECILIA QUIRINDONGO BAUNSOE	537.60
16633		009122	CLAIRE CHUNG	275.00

City of Birmingham
Warrant List Dated 08/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
16634		000605	CINTAS CORPORATION	190.93
16635		000605	CINTAS CORPORATION	176.81
16635	*	000605	CINTAS CORPORATION	266.70
16636	*	000605	CINTAS CORPORATION	99.18
16637		000605	CINTAS CORPORATION	345.73
16638	*	008044	CLUB PROPHET	594.00
16639		001750	COMERICA BANK - RETIREMENT	1,999.75
16639		001750	COMERICA BANK - RETIREMENT	395,947.46
16640		003176	COMERICA BANK - RHC	54.42
16640		003176	COMERICA BANK - RHC	16,670.64
16641		001367	CONTRACTORS CONNECTION INC	1,652.80
16642		009840	THOMAS S. KLISE COMPANY, INC	854.06
16643	*	000565	DORNBOS SIGN & SAFETY INC	366.75
16644	*	001077	DUNCAN PARKING TECH INC	1,499.00
16645		000196	EJ USA, INC.	3,881.94
16646		009916	FASTFIELD, INC.	117.30
16647		010156	FOLLETT CONTENT SOLUTIONS LLC	13.27
16648		000217	FOUR SEASON RADIATOR SERVICE INC	238.70
16649	*	009387	FRAIBERG & PERNIE PLLC	5,457.51
16650	*	010153	FRAIBERG, MATTHEW	768.00
16651	*	007807	G2 CONSULTING GROUP LLC	9,877.00
16652	*	004604	GORDON FOOD	777.73
16653	*	000243	GRAINGER	578.40
16654		010006	HJP LEGAL	3,763.20
16655		010193	MOISE LEGAL PLLC	1,056.00
16656		000948	HYDROCORP	11,848.72
16657	*	009390	IDUMESARO LAW FIRM, PLLC	768.00
16658		000261	J.H. HART URBAN FORESTRY	28,327.30
16659		009298	JCR SUPPLY INC	1,263.83
16660	*	003458	JOE'S AUTO PARTS, INC.	494.45
16661	*	009386	LAW OFFICE OF BRIAN P. FENECH	3,724.80
16662	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,497.60
16663	*	005550	LEE & ASSOCIATES CO., INC.	22,174.00
16664	*	009398	MARCIA C ROSS PC	2,368.00
16665	*	008723	BRADLEY MCNAB	1,541.47
16666		002013	MIDWEST TAPE	58.99
16667	*	009844	MYA BROWN	4,123.71
16668	*	010019	NARGIZ NESIMOVA, PLLC	2,713.60
16669		001194	NELSON BROTHERS SEWER	638.00
16670	*	006359	NYE UNIFORM COMPANY	265.00
16671	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	6,068,814.11
16672	*	002767	OSCAR W. LARSON CO.	726.25
16673	*	009827	PARKER TECHNOLOGY, LLC	5,932.54

City of Birmingham
Warrant List Dated 08/12/2026

Check Number	Early Release	Vendor #	Vendor	Amount
16674		006027	PENCHURA, LLC	13,000.00
16674	*	006027	PENCHURA, LLC	269.00
16675	*	010194	PIETROSKI, DAVID	2,080.00
16676	*	003554	RKA PETROLEUM	14,050.71
16677	*	000478	ROAD COMM FOR OAKLAND CO	3,098.38
16678		009899	ASI SIGNAGE INNOVATION	13,750.00
16679		000254	SOCRRA	93,609.59
16680	*	001097	SOCWA	298,788.88
16681	*	002037	TOTAL ARMORED CAR SERVICE, INC.	328.29
16682	*	004379	TURNER SANITATION, INC	2,470.00
16683	*	004379	TURNER SANITATION, INC	270.00
16684		000666	NATIONAL LADDER & SCAFFOLD	682.41
			SUBTOTAL ACH TRANSACTION	$10,615,420.79
			GRAND TOTAL	$11,149,213.99

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mary Chavez
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

City of Birmingham
Warrant List Dated 08/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
310738		009346	ACCUFORM PRINTING & GRAPHICS, INC	490.00
310739		009699	ADVANCED VETERINARY MEDICAL CENTER	249.00
310740		MISC	AMINA A JAWAD	10.50
310741		000167	ANDERSON ECKSTEIN WESTRICK INC	13,842.50
310742		BDREFUND	Antoni Construction LLC	3,825.00
310743		009290	ARSENAL POWERSPORTS LLC	1,715.42
310744	*	006759	AT&T	116.07
310745	*	006759	AT&T	134.63
310746		BDREFUND	BISON PLUMBING INC	100.00
310747		BDREFUND	BLOOMFIELD CONSTRUCTION CO	100.00
310748		004465	BMI	459.00
310749		003526	BOUND TREE MEDICAL, LLC	552.29
310750		005717	BSB COMMUNICATIONS, INC.	87.50
310751		010312	BSN SPORTS LLC	1,247.94
310752		003907	CADILLAC ASPHALT, LLC	1,049.04
310753		008959	CASS COLLISION CLAWSON, INC	3,541.75
310754		BDREFUND	COASTAL DESIGN & BUILD	850.00
310755		000627	CONSUMERS ENERGY	71.27
310755	*	000627	CONSUMERS ENERGY	3,035.34
310756	*	008512	COOL THREADS EMBROIDERY	390.00
310757	*	009656	CORBIN DESIGN, INC	158.75
310758		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	100.00
310759	*	000574	CULTURAL COUNCIL OF	5,000.00
310760		BDREFUND	DALE JAMES WEGRZYN	200.00
310761	*	008304	VIRTUAL GUARDIAN	40,330.89
310762	*	000179	DTE ENERGY	20.52
310763	*	000180	DTE ENERGY	11,472.70
310764	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
310765	*	004671	ELDER FORD	1,174.50
310766		004493	ELITE IMAGING SYSTEMS, INC	1,910.68
310767		001495	ETNA SUPPLY	1,905.00
310768		001223	FAST SIGNS	580.50
310769	*	000936	FEDEX	27.40
310770		006654	FLEETPRIDE INC	184.99
310771		007212	FOSTER BLUE WATER OIL	692.40
310772		010086	FOSTER, SWIFT, COLLINS & SMITH PC	1,148.10
310773		BDREFUND	FOUNDATION RESTORATION	100.00
310774		BDREFUND	GITTLEMAN CONSTRUCTION INC.	700.00
310775		BDREFUND	GRIFFIN CEMENT LLC DBA	100.00
310776		000249	GA BUSINESS PURCHASER LLC	356.62
310777	*	009782	HERSCH'S INC.	1,755.78
310778	*	001956	HOME DEPOT CREDIT SERVICES	146.38

City of Birmingham
Warrant List Dated 08/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
310779		BDREFUND	HUNT SIGN COMPANY	300.00
310780		BDREFUND	HUNTER HOUSE	200.00
310781		BDREFUND	IDEAL CUSTOM BUILDERS	1,700.00
310782		BDREFUND	IDEAL CUSTOM BUILDERS INC	100.00
310783	*	008433	INFO TECH INC	1,200.00
310784		001090	INGRAM LIBRARY SERVICES	6,504.87
310787	*	009551	INTERMEDIA. NET INC	788.01
310788		008457	ITALIA CONSTRUCTION INC	57,468.24
310789		000344	J.T. EXPRESS, LTD.	8,061.67
310790		BDREFUND	JKIZY DESIGN AND BUILD	2,500.00
310791		009724	JOHN CONNOR	525.00
310792		010310	AMITY KAPADIA	4,000.00
310793		BDREFUND	KAZIN, MATTHEW JAY	100.00
310794		004904	KONICA MINOLTA BUSINESS SOLUTIONS	2,510.22
310795	*	000362	KROGER COMPANY	69.48
310796		010311	M & E PLASTIC REPAIR, LLC	1,523.00
310797	*	001669	MACP	100.00
310798		BDREFUND	MAJOR CEMENT CO	100.00
310799	*	009546	MASTERS TELECOM	386.10
310800		001387	MML LIABILITY AND PROPERTY POOL	7,808.00
310801		007163	MOBILE HEALTH RESOURCES	2,987.74
310802	*	007744	MOHAMED F. CHAMMAA	169.40
310803		BDREFUND	MOORE DEVELOPMENT GROUP LLC	2,500.00
310804		BDREFUND	N A MANS & SONS INC	500.00
310805	*	009735	NATHAN BARANSKI	60.00
310806	*	008465	WEEKEND COMEBACK	1,200.00
310807	*	000477	OAKLAND COUNTY	583,916.79
310808		000678	OCLC, INC.	3,870.38
310809	*	009478	ODP BUSINESS SOLUTIONS, LLC	103.76
310810	*	010273	OOMA AR CHANNEL	756.59
310811		006785	OVERDRIVE, INC.	24,213.28
310812		BDREFUND	PERSPECTIVES CUSTOM CABINETRY INC	500.00
310813		001132	PRIMO'S PIZZA	509.35
310814	*	010314	REINDERS, INC	362.25
310815		BDREFUND	RELIANT BUILDING COMPANY	300.00
310816		010079	RELIANT FIRE APPARATUS OF MICHIGAN	716.61
310817		000746	ROCHESTER HILLS PUBLIC LIBRARY	24.99
310818		010097	ROYALTY PAVEMENT MARKINGS	22,069.50
310819	*	002806	SAM'S CLUB/SYNCHRONY BANK	520.45
310820		BDREFUND	SANDLEWOOD PROPERTIES LLC	500.00
310821		BDREFUND	SAS SERVICES INC	100.00
310822	*	007142	SHERWIN-WILLIAMS COMPANY	60.95
310823		BDREFUND	SKYVIEW DETROIT	200.00

City of Birmingham
Warrant List Dated 08/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
310824	*	010230	SPARTAN TURF PRODUCTS LLC	931.56
310825	*	009964	STAGE2 DATA INC.	3,124.80
310826		BDREFUND	SWIFT DRY LLC	100.00
310827		MISC	TALA GINNI DURHAM	7.00
310828	*	007115	TERMINIX PROCESSING CENTER	158.64
310829		BDREFUND	THE WATSON COMPANY INC	500.00
310830	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	7,693.84
310831		MISC	TREK BICYCLE ROYAL OAK	328.50
310832		BDREFUND	TRESNAK CONSTRUCTION INC	100.00
310833		005481	TRI-COUNTY INTL TRUCKS, INC.	75.78
310834	*	007226	VALLEY CITY LINEN, INC	85.90
310835	*	000158	VERIZON WIRELESS	368.16
310836		000299	WEINGARTZ SUPPLY CO.	75.93
310837		009026	WELLS FARGO VENDOR FIN SERV	57.52
310838		MISC	WESTERN MICHIGAN UNIVERSITY	75.00
310839		BDREFUND	WISE, ADAM P	200.00
310840	*	007620	WJE-WISS, JANNEY, ELSTNER ASSOC.INC	21,840.00
			SUBTOTAL PAPER CHECK	$886,298.13
EFT TRANSFER				
" "	*	009126	AMAZON CAPITAL SERVICES INC	27.18
			SUBTOTAL EFT TRANSFER	$27.18
ACH TRANSACTION				
16685		003708	AIRGAS USA, LLC	604.26
16686	*	007345	BEVERLY HILLS ACE	518.36
16687		010117	BHIP VIGILANTE, LLC	114.46
16688	*	001181	ROSE PEST SOLUTIONS	564.00
16689		006683	BIRMINGHAM LAWN MAINTENANCE, INC	30,274.00
16690	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	129.00
16691		009183	BOB ADAMS TOWING	170.00
16691	*	009183	BOB ADAMS TOWING	85.00
16692		007359	DETROIT CHEMICAL AND PAPER SUPPLY	101.65
16693	*	007835	SARAH CHUNG	212.50
16694		000605	CINTAS CORPORATION	190.93
16695		000605	CINTAS CORPORATION	239.49
16695	*	000605	CINTAS CORPORATION	112.00
16696	*	009540	CIVICPLUS, LLC	10,444.77
16697		001367	CONTRACTORS CONNECTION INC	40.80
16698		009840	THOMAS S. KLISE COMPANY, INC	667.21
16699		003923	CUMMINS SALES AND SERVICE	715.91
16699	*	003923	CUMMINS SALES AND SERVICE	636.60
16700		009557	ZECO, LLC	330.00
16701		009515	KAMERON DIMITRY	254.10

City of Birmingham
Warrant List Dated 08/19/2026

Check Number	Early Release	Vendor #	Vendor	Amount
16702	*	001077	DUNCAN PARKING TECH INC	12,404.70
16703		009998	EMME KRAMER	248.23
16704	*	006689	F.D.M. CONTRACTING INC.	386,964.82
16705		010276	ZAYO	7,077.51
16706	*	007314	FLEIS AND VANDENBRINK ENG. INC	951.00
16707		010156	FOLLETT CONTENT SOLUTIONS LLC	118.83
16708	*	007807	G2 CONSULTING GROUP LLC	12,399.25
16709	*	004604	GORDON FOOD	850.36
16710	*	000243	GRAINGER	352.97
16711	*	009449	BRYAN GRULKE	60.00
16712		009910	IDI	143.50
16713	*	008851	INSIGHT INVESTMENT	7,591.24
16714		009249	JCC CREATIVE LLC	200.00
16715		009298	JCR SUPPLY INC	433.06
16716	*	003458	JOE'S AUTO PARTS, INC.	186.00
16717	*	000891	KELLER THOMA	250.00
16718		004085	KONE INC	2,098.08
16719	*	005550	LEE & ASSOCIATES CO., INC.	3,750.52
16720	*	003527	LOWER HURON SUPPLY CO INC	130.42
16721		009663	MACQUEEN EQUIPMENT, LLC	473.96
16722		009888	MEGAN BECK	88.50
16723	*	008269	MES SERVICE COMPANY, LLC	1,750.00
16724	*	005634	GINA MOODY	276.47
16725	*	001194	NELSON BROTHERS SEWER	787.00
16726	*	006359	NYE UNIFORM COMPANY	439.00
16727	*	002767	OSCAR W. LARSON CO.	266.00
16728		009625	STANTEC CONSULTING SERVICES	15,618.29
16729		000273	TERMINAL SUPPLY CO.	71.71
16730	*	004379	TURNER SANITATION, INC	310.00
16731	*	000969	VIGILANTE SECURITY INC	241.50
16732		010188	WINZER FRANCHISE COMPANY, INC	284.88
			SUBTOTAL ACH TRANSACTION	$503,222.84

City of Birmingham
Warrant List Dated 08/19/2026

Meeting of 08/24/2026

Check Number	Early Release	Vendor #	Vendor	Amount
			GRAND TOTAL	$1,389,548.15

All bills, invoices and other evidences of claim have been audited and approved for payment.



Mary Chavez
Finance Director/ Treasurer

*-Indicates checks released in advance and prior to commission approval in order to avoid penalty or to meet contractual agreement/obligation.

MEMORANDUM

Finance Department

DATE: August 24, 2026

TO: Jana Ecker, City Manager

FROM: Mary Chavez, Finance Director

SUBJECT: Budgeting Software

INTRODUCTION:

The Finance Department is seeking approval from the City Commission to extend the City's existing Master Services Agreement with OpenGov for an additional three years. OpenGov currently provides the City with budgeting software that supports the Finance Department's annual budget preparation process, improves collaboration with City departments, and provides greater transparency and accessibility of budget information to the public.

As part of the renewal discussions, the Finance Department negotiated a flat annual rate of $37,734.93 with no increase for the next three years, resulting in a total contract cost of $113,204.79 over the three-year term. Extending the existing agreement will allow the City to continue using the current budgeting platform without an increase in the annual cost.

BACKGROUND:

The City originally conducted a competitive process to identify a budgeting software solution that would improve the efficiency of the budget preparation process, facilitate the development of the City's capital improvement plan, assist with personnel budgeting, and provide the public with greater access to the City's financial information.

Following the review of proposals, product demonstrations, and references, OpenGov was selected as the preferred vendor. OpenGov's budgeting and capital planning tools provide a centralized platform for preparing the operating and capital budgets, coordinating information among departments, and developing and communicating the City's budget. The platform also supports multi-year capital planning and allows capital project information to be managed in a centralized system.

The City has continued to utilize OpenGov as part of its annual budget process. Continuing with the existing platform provides consistency for Finance and City departments and avoids the disruption and additional implementation costs that would be associated with transitioning to a different budgeting system.

In negotiating the renewal, the Finance Department requested that OpenGov maintain the City's current pricing for the entire three-year renewal period. OpenGov agreed to a flat annual cost of $37,734.93 with no annual increases, resulting in a total cost of $113,204.79 for the three-year term. The negotiated pricing provides the City with predictable costs throughout the renewal period while allowing the City to continue using its existing budgeting and capital planning platform.

LEGAL REVIEW:
The City Attorney has reviewed the proposed resolution and has no objections as to form or content.

FISCAL IMPACT:
The proposed three-year extension with OpenGov has a flat annual cost of $37,734.93, resulting in a total contract cost of $113,204.79 over the three-year term. The costs will be allocated as follows:

- FY 2026-2027: $37,734.93
- FY 2027-2028: $37,734.93
- FY 2028-2029: $37,734.93

The FY 2026-2027 cost is already included in the adopted budget. Funding for FY 2027-2028 and FY 2028-2029 will be included in the respective annual budgets. No budget amendment or additional appropriation is required for FY 2026-2027.

The three-year agreement provides the City with cost certainty by maintaining the same annual rate throughout the contract term. Multi-year financial planning is commonly used by municipalities to identify and evaluate the fiscal impact of commitments extending beyond the current budget year.

SUSTAINABILITY:
This software reduces the amount of paper that is used during the budget preparation process.

DESIGN CONSIDERATIONS:
OpenGov provides a modern, visually appealing, and user-friendly online budget book. The interactive format makes the City's financial information easy to navigate, understand, and access, while providing a more engaging experience for residents and elected officials.

PUBLIC COMMUNICATIONS:
This software includes the ability to present the City's financial data in an easy to read format to the public.

SUMMARY:
The Finance Department is requesting approval to extend the City's existing Master Services Agreement with OpenGov for an additional three years. OpenGov's budgeting and capital planning software continues to support the City's annual budget process, capital planning, and

public access to budget information.

As part of the renewal, the Finance Department negotiated a flat annual cost of $37,734.93 with no increases for the three-year term, for a total contract cost of $113,204.79. The FY 2026-2027 cost is already included in the adopted budget, with funding for FY 2027-2028 and FY 2028-2029 to be included in the respective annual budgets.

ATTACHMENTS:
1. OpenGov Order Form
2. OpenGov Master Services Agreement

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to extend the existing Master Services Agreement with OpenGov for a three-year term at a flat annual amount of $37,734.93, for a total contract cost of $113,204.79 over the next three years, and authorize the Finance Director to sign the Order Form.

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-19009.B	**Prepared By:**	Mary Kate Conover
Created On:	08/12/2026	**Email:**	mconover@opengov.com
Order Form Expiration:	08/26/2026	**Contract Term:**	36 Months
Subscription Start Date:	08/28/2026		
Subscription End Date:	08/27/2029		

Customer Information:

Customer:	City of Birmingham, MI	**Contact Name:**	Mary Chavez
Bill To/Ship To:	151 Martin St Birmingham, Michigan 48009 United States	**Email:** **Phone:**	mchavez@bhamgov.org 2485301819

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Budgeting & Planning	08/28/2026	08/27/2027	$37,734.93
Budgeting & Planning	08/28/2027	08/27/2028	$37,734.93
Budgeting & Planning	08/28/2028	08/27/2029	$37,734.93

Customer Billing/Service Periods:

Period:	Total:
08/28/2026	$37,734.93
08/28/2027	$37,734.93
08/28/2028	$37,734.93

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services

shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Birmingham, MI:	**OpenGov, Inc.**
Signature:	Signature:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.

6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.

6.4. Termination for Non-Appropriation. After the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year. To invoke termination under this Section, the Customer's staff responsible for the management of this Agreement must use good faith efforts to secure the appropriate funds for the next year's fees, and provide written notice of the non-appropriation 90 days before the anniversary of the Effective Date. Customer may not terminate for non-appropriation if it acquires similar products or services or requests a proposal for similar products or services.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for

the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the

Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of the Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

OpenGov, Inc.

Signature: _____

Name: Sunil Sean Wani

Title: General Counsel

Date: 8/16/2023

State of Washington

County of Clark

On this 16th day of August, 2023, before me personally appeared Sunil Sean Wani, who acknowledged that with authority on behalf of OpenGov, Inc. to do so he signed this Agreement.

_____

Notary Public

Clark County, Washington

(County) (State)

Acting in Clark County, Washington

(County) (State)

M A MIKOLS
NOTARY PUBLIC
MY COMM. EXP. 07-23-26
COMM. NO. 149218
STATE OF WASHINGTON

City of Birmingham, MI

Signature: _____

Name: Therese Longe

Title: Mayor

Date: 8/28/23

Signature: _____

Name: Alexandria Bingham

Title: City Clerk

Date: 8/28/2023

Approved: _____

Mark Gerber. Director of Finance
(Approved as to substance and financial obligation)

_____

Mary Kucharek, City Attorney
(Approved as to form)

_____

Jana L. Ecker, City Manager
(Approved as to substance)

MEMORANDUM

Planning Department

DATE: August 24, 2026

TO: Nick Dupuis, Planning Director
Jana Ecker, City Manager

FROM: Leah Blizinski, City Planner

SUBJECT: Set Public Hearing for 211 S. Old Woodward – Birmingham 8 Movie Theater – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change ownership of the Birmingham 8 Movie Theater, an existing movie theater serving alcoholic liquors for on-premise consumption in Downtown Birmingham. The subject site is located on the east side of S. Old Woodward at the intersection of Merrill St. and S. Old Woodward.

The transfer of ownership will include assuming the operation of the movie theater. The new owner has no plans to change the theater in any way at this time. The theater will maintain its name and DBA as Birmingham 8 Movie Theater Powered by Emagine. If approved, the Special Land Use Permit would be transferred from CH Birmingham, LLC to Bloomfield 14, LLC.

BACKGROUND:

On August 14, 2017 (Staff report and minutes are attached), the City Commission moved to approve the initial Special Land Use Permit (SLUP) for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Theater.

On May 10, 2021 (Agenda - Minutes), the City Commission moved to approve the Final Site Plan and Special Land Use Permit Amendment to allow the change in ownership from Birmingham Theatro, LLC to CH Birmingham, LLC. The SLUP has remained in good standing with the City.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:
There are no changes to the building or site proposed and therefore, no design considerations.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on September 28, 2026.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of September 28, 2026 to consider the Special Land Use Permit Amendment for 211 S. Old Woodward – Birmingham 8 Movie Theater – to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

ATTACHMENTS:
1. 211 S. Old Woodward - The Birmingham 8 Theatre - SLUP (Ownership Change) Draft Resolution
2. 211 S. Old Woodward - Birmingham Theater - SLUP Contract
3. 211 S. Old Woodward - Bham Theatre - SLUP Ownership Transfer Application
4. 211 S. Old Woodward - Birmingham Theater - 2017 Initial SLUP Report
5. 211 S. Old Woodward - Birmingham Theater - 2017 Initial SLUP Minutes

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of September 28, 2026 to consider the Special Land Use Permit Amendment for 211 S. Old Woodward – Birmingham 8 Movie Theater – to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

Birmingham 8 Movie Theater
211 S. Old Woodward
Special Land Use Permit Amendment 2026

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original theater liquor license for the Birmingham Theater, located at 211 S. Old Woodward on August 14, 2017;

WHEREAS, The City Commission approved a Special Land Use Permit Amendment to allow the transfer of ownership of the Birmingham Theater, located at 211 S. Old Woodward from Birmingham Theatro, LLC to CH Birmingham LLC on May 10, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2026 for approval of the transfer of ownership of an existing movie theater serving alcoholic liquors for on-premise consumption at 211 S. Old Woodward from CH Birmingham, LLC to Bloomfield 14, LLC, (herein referred to as Birmingham 8 Movie Theater Powered by Emagine);

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of S. Old Woodward at the intersection of Merrill St. and S. Old Woodward;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 28, 2026 and has reviewed Birmingham 8 Movie Theater Powered by Emagine's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Birmingham 8 Movie Theater Powered by Emagine's application for a Special Land Use Permit Amendment at 211 S. Old Woodward is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Birmingham 8 Movie Theater Powered by Emagine shall abide by all

provisions of the Birmingham City Code;

2. Birmingham 8 Movie Theater Powered by Emagine shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2017 and 2021; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit, after notice and a hearing.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Birmingham 8 Movie Theater Powered by Emagine and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Birmingham 8 Movie Theater Powered by Emagine to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Birmingham 8 Movie Theater Powered by Emagine is recommended for approval of the transfer of ownership of an theater liquor license serving alcoholic liquors for on-premise consumption at 211 S. Old Woodward from CH Birmingham, LLC to Bloomfield 14, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on September 28, 2026.

_____

Alexandria Bingham
City Clerk

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CONTRACT FOR A SPECIAL LAND USE PERMIT
211 S. OLD WOODWARD – BIRMINGHAM 8 MOVIE THEATER POWERED BY EMAGINE

This Contract is entered into this___day of_____, 2026 by and between **BLOOMFIELD 14, LLC,** whose address is 3410 Belle Chase Way, Lansing MI 48911 (hereinafter referred to as "Birmingham 8 Movie Theater Powered by Emagine"), **FULLER CENTRAL PARK PROPERTIES, L.L.C.**, whose address is 112 Peabody St., Birmingham, MI 48009 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original theater liquor license for Birmingham Theater, located at 211 S. Old Woodward on August 14, 2017;

WHEREAS, The City Commission approved a Special Land Use Permit Amendment to allow the transfer of ownership of the Birmingham Theater, located at 211 S. Old Woodward from Birmingham Theatro, LLC to CH Birmingham LLC on May 10, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2026 for approval of the transfer of ownership of an existing movie theater serving alcoholic liquors for on-premise consumption at 211 S. Old Woodward from CH Birmingham, LLC to Birmingham 14, LLC (herein after referred to as Birmingham 8 Movie Theater Powered by Emagine);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of S. Old Woodward at the intersection of Merrill St and S. Old Woodward;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on-premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 28, 2026 and has reviewed Birmingham8 Movie Theater Powered by Emagine's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

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NOW, THEREFORE, the parties agree as follows:

1. Birmingham 8 Movie Theater Powered by Emagine will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Birmingham 8 Movie Theater powered by Emagine further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on-premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Birmingham 8 Movie Theater Powered by Emagine shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Birmingham 8 Movie Theater Powered by Emagine further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Birmingham 8 Movie Theater Powered by Emagine acknowledges that no modifications to the site plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, major remodeling, changes in the number of interior or exterior seats, etc.

4. Birmingham 8 Movie Theater Powered by Emagine agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

5. Birmingham 8 Movie Theater Powered by Emagine further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

6. Birmingham 8 Movie Theater Powered by Emagine agrees that it shall adhere to all Federal, State and local ordinances currently in effect or as subsequently amended or enacted.

7. Birmingham 8 Movie Theater Powered by Emagine agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Birmingham 8 Movie Theater Powered by Emagine from operating the establishment. Birmingham 8 Movie Theater Powered by Emagine agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Birmingham 8 Movie Theater Powered by Emagine further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

8. To the fullest extent permitted by law, Birmingham 8 Movie Theater Powered by Emagine and any entity or person for whom Birmingham 8 Movie Theater powered by Emagine is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Birmingham 8 Movie Theater Powered by Emagine's operation of an establishment at the Property. Birmingham 8 Movie Theater Powered by Emagine is not liable if the act or omission is the City's.

9. In the event Birmingham 8 Movie Theater powered by Emagine fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

11. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

12. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

13. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

a. Birmingham 8 Movie Theater Powered by Emagine shall abide by all provisions of the Birmingham City Code;

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b. Birmingham 8 Movie Theater Powered by Emagine shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2017; and
c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Birmingham 8 Movie Theater Powered by Emagine has been given notice and a hearing.

15. Except as herein specifically provided, Birmingham 8 Movie Theater Powered by Emagine and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Birmingham 8 Movie Theater Powered by Emagine to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

16. Birmingham 8 Movie Theater Powered by Emagine is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

17. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Birmingham 8 Movie Theater Powered by Emagine. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

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(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

BLOOMFIELD 14, LLC. (Birmingham 8 Movie Theater Powered by Emagine)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____who acknowledged that with authority on behalf of **BLOOMFIELD 14, LLC** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

FULLER CENTRAL PARK PROPETIES, L.L.C. (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

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STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____, who acknowledged that with authority on behalf of **FULLER CENTRAL PARK PROPERTIES, L.L.C.** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Jana L. Ecker, City Manager
(Approved as to substance)

_____
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

DRAFT

HONIGMAN

J. Patrick Howe
Office: 248.835.2068
phowe@honigman.com

July 15, 2026

VIA HAND DELIVERY
Mr. Nicholas Dupuis
Planning Director
City of Birmingham
51 Martin Street
Birmingham, Michigan 48009

Re: **Application to Transfer Ownership of Special Land Use Permit**
Applicant: Bloomfield 14, LLC
Current SLUP Permittee: CH Birmingham LLC
Address: 211 S. Old Woodward Ave., Birmingham, Michigan 48009

Dear Mr. Dupuis,

This firm represents Blomfield 14, LLC, which has entered into a purchase agreement to acquire substantially all of CH Birmingham, LLC's assets, including the Class C liquor license and permits that it holds at The Birmingham 8 Theater, located at 211 S. Old Woodward Ave.. Our client plans to assume the operation of the movie theater, and has no plans to change the theater in any way at this time. Bloomfield 14, LLC is an indirect subsidiary of Kinepolis Group, N.V., which is a publicly traded company on the Brussels Stock Exchange under the ticker symbol KIN. Our client is very experienced in the ownership and operation of movie theaters, and has broad experience responsibly serving alcoholic beverages within its theaters.

We have enclosed a Special Land Use Permit Application signed by the Applicant and property owner, along with a check in the amount of $1,800 to cover the processing fees. Should you need any additional information or documents to process this application, please do not hesitate to contact me. It is my understanding that this application will require one public hearing before the City Commission, and an appearance before the Planning Commission is not required. If the Applicant must post a public notice prior to the public hearing, please contact me to coordinate a time to pick up the sign.

Should you have any questions or concerns regarding this request, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,
HONIGMAN LLP

J. Patrick Howe

BIRMINGHAM

Special Land Use Permit Application – General
Planning Division

1. Applicant
Name: Bloomfield 14, LLC d/b/a Birmingham 8 Movie Theater
Address: 211 S Old Woodward Ave
Birmingham, Michigan 48009
Phone Number: (248) 220-3165
Email: jkincaid@mjrtheatres com

2. Property Owner (☐ *same as applicant*)
Name: FULLER CENTRAL PARK PROPERTIES, L.L.C.
Address: 112 Peabody St., Birmingham, Michigan 48009
Phone Number:
Email: Steve@fullercentralpark.com

3. Project Contact Person (☐ *same as applicant*)
Name: J Patrick Howe, Attorney
Address: 39400 Woodward Ave , Suite 101
Bloomfield Hills, Michigan 48304
Phone Number: (248) 566-8456
Email: phowe@honigman com

4. Project Designer/Developer
Name: Bloomfield 14, LLC d/b/a Birmingham 8 Movie Theater
Address: 41000 Woodward Ave , Suite 135-East
Bloomfield Hills, Michigan 48304
Phone Number: (248) 220-3165
Email: jkincaid@mjrtheatres com

5. Required Attachments
- One (1) paper copy and of all project plans including:
  - Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - Certified Land Survey;
  - Interior floor plans;
  - Landscape Plan;
  - Photometric Plan;
  - Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information
Address:
Name of Development:
Parcel ID#:
Current Use:
Proposed Use:
Area of Site in Acres:
Current Zoning:

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? ---	☐	☐
→ If so, which?		
Will the project require a variance? ---------	☐	☐
→ If so, how many?		
Has the project been reviewed by a Board?	☐	☐
→ If so, which?		

7. Details of the Request for Preliminary Site Plan Review
Bloomfield 14, LLC is under contract to purchase and take over operations of the Birmingham 8 Movie Theater located at 211 S. Old Woodward Ave There are no changes planned to the Movie Theater or its operations at this time We are filing this application to transfer the existing Special Land Use Permit from CH Birmingham, LLC to Bloomfield 14, LLC The DBA will remain Birmingham 8 Movie Theater Powered by Emagine.

v. 1/4/23

8. **Buildings and Structures**

Number of buildings on site: _____ Height of building(s): _____

Use of building(s): _____ Number of stories: _____

9. **Floor Use and Area (in Square Feet)**

Proposed Commercial Uses:

Total basement floor area: _____ Commercial floor area: _____

Total ground floor area: _____ Industrial floor area: _____

Square feet per upper floor(s): _____ Office floor area: _____

_____ Total floor area: _____

Proposed Residential Uses:

Total number of units: _____ Residential unit floor area: _____

Number of two or less room units: _____ Residential amenity floor area: _____

Number of three or more room units: _____ Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: _____ Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear

Proposed total floor area: _____ ☐ Front ☐ Other (please specify) _____

10. **Required and Proposed Setbacks**

Required front setback: _____ Proposed front setback: _____

Required rear setback: _____ Proposed rear setback: _____

Required side setback(s): _____ Proposed side setback(s): _____

11. **Required and Proposed Parking**

Required number of parking spaces: _____ Typical size of parking spaces: _____

Proposed number of parking spaces: _____ Number of barrier free spaces: _____

12. **Landscaping**

Description of proposed landscaping: _____

_____

_____

_____

_____

☑ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. **Streetscape**

Required sidewalk width: _____ Proposed sidewalk width: _____

Required benches: _____ Proposed benches: _____

Required street trees: _____ Proposed street trees: _____

Require street lights: _____ Proposed street lights: _____

Required trash receptacles: _____ Proposed trash receptacles: _____

Required bike racks: _____ Proposed bike racks: _____

14. **Loading**

Required loading spaces: _____ Proposed loading spaces: _____

Required dimensions: _____ Proposed dimensions: _____

15. **Waste Receptacles**

Location of waste receptacle(s): _____ Types of waste receptacles: ☐ Dumpster ☐ Recycling

_____ ☐ Compactor ☐ Cans ☐ Grease ☐ Other

v. 1/4/23

16. Mechanical Equipment

Rooftop Mechanical Equipment:
Description of location of units on rooftop: _____ Number of units: _____
Types of units: _____

Ground Mounted Mechanical Equipment:
Description of location of units on ground: _____ Number of units: _____
Types of units: _____

Utilities and Transformers:
Description of location of units on ground: _____ Number of units: _____
Types of units: _____

17. Lighting
Location of light fixtures: _____ Types of light fixtures: ☐ Spot ☐ ~~Flood~~ ☐ ~~Area~~ ☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns ☐ Security ☐ Pole-Mounted ☐ Wall Pack ☐ Other

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Property Owner: Steven G Quintal Property MNGR. **Date:** 7-6-26 ~~April~~ 2026

Print Name: STEVEN G QUINTAL

Signature of Applicant: _____ **Date:** April 20, 2026

Print Name: Bloomfield 14 LLC - Eddy Duquenne - President
Kinepolis US - Manager

Signature of Architect: _____ **Date:** _____

Print Name: _____

Office Use Only		
Application #: PSLU26-0007	Date Received: 7/23/26	Fee: $ _____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____

v. 1/4/23

BIRMINGHAM

Notice Sign Rental Application

Community Development

1. Applicant
Name: Bloomfield 14, LLC d/b/a Birmingham 8 Movie Theater
Address: 211 S. Old Woodward Ave.
Birmingham, Michigan 48009
Phone Number: (248) 220-3165
Email: jkincaid@mjrtheatres.com

2. Property Owner (☐*same as applicant*)
Name: _____
Address: _____
_____
Phone Number: _____
Email: _____

3. Project Information
Address: _____
Name of Development: _____
Parcel ID#: _____
Current Use: _____
Proposed Use: _____
Area of Site in Acres: _____
Current Zoning: _____

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? ---	☐	☐
→ If so, which? _____		
Will the project require a variance? ---------	☐	☐
→ If so, how many? _____		
Has the project been reviewed by a Board?	☐	☐
→ If so, which? _____		

4. Date of Board/Commission Review
City Commission: _____
Planning Board: _____
Historic District Commission: _____
Design Review Board: _____
Board of Zoning Appeals: _____
Advisory Parking Committee: _____
Multimodal Transportation Board: _____
Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: Bloomfield 14 LLC - Kinepolis US Manager Date: April 20 2026
Eddy Duquenne
President

Office Use Only

Application #: _____	Date Received: _____	Fee: $_____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **August 2, 2017**

TO: **Joseph A. Valentine, City Manager**

FROM: **Jana L. Ecker, Planning Director**

SUBJECT: **Public Hearing for 211 S. Old Woodward – Birmingham Theater Special Land Use Permit and Final Site Plan**

The subject site, Birmingham Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill. The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District. The applicant, Birmingham Teatro, LLC, is applying for a Special Land Use Permit (SLUP) to operate with a Class C liquor license under the new ordinance allowing a movie theater to operate with a liquor license. Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.

Article 2, section 2.37, B4 (Business-Residential) District requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit. Accordingly, the applicant is required to obtain a recommendation from the Planning Board on the Final Site Plan and Special Land Use Permit, and then obtain approval from the City Commission for the Final Site Plan and Special Land Use Permit.

On July 12, 2017, the Planning Board conducted a public hearing to discuss a request by the applicant to permit the service of alcoholic liquors at the Birmingham Theater. The Planning Board voted unanimously to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 211 S. Old Woodward, Birmingham Theater, with no conditions.

As there are no proposed exterior changes to the Birmingham Theater building, the applicant is not required to appear before the before the Historic District Commission (HDC), even thouth the property is located within the Central Business District Historic District.

Thus, the City Commission set a public hearing date for August 14, 2017 to consider approval of the Final Site Plan and Special Land Use Permit to allow the addition of a theater liquor license at 211 S. Old Woodward. Please find attached the staff report presented to the Planning Board, along with the relevant meeting minutes for your review.

SUGGESTED ACTION:

To approve the Final Site Plan and Special Land Use Permit for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Theater.

LAW OFFICES
ADKISON, NEED, ALLEN, & RENTROP
PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON
KELLY A. ALLEN
SALAM F. ELIA
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

April 17, 2017

VIA HAND DELIVERY

Unit 1 – Licensing Division
Michigan Liquor Control Commission
525 W. Allegan Street
P.O. Box 30005
Lansing, Michigan 48909

Re: Request to Transfer Ownership and Location of the Class C Liquor License with Sunday Sales (AM and PM) Permit and Entertainment Permit from Thumper's Splatter, LLC, Business ID No. 235577 (In Escrow at 230 E Auburn Rd., Rochester Hills, Oakland County, Michigan) to Birmingham Teatro, LLC, to be Located at 211 S. Old Woodward, Birmingham, Oakland County, Michigan; Request for a New Additional Bar Permit; and Request to Cancel the Existing Sunday Sales (AM) Permit.

To Whom It May Concern:

This is Birmingham Teatro, LLC's application to transfer ownership and location of the Class C Liquor License with Sunday Sales (AM and PM) Permit and Entertainment Permit from Thumper's Splatter, LLC, Business Id. No. 235577 (currently in escrow at 230 E Auburn, Rochester Hills, Oakland County, Michigan), to be located at 211 S Old Woodward, Birmingham, Oakland County, Michigan; request for a new Additional Bar Permit; and request to cancel the existing Sunday Sales (AM) Permit.

Enclosed, to begin the investigation, are the following:

1. LCC-100 for Birmingham Teatro, LLC (including Page 3 for members: Daniel Shaw and Nicholas Lekas);
2. LCC-301 for Birmingham Teatro, LLC;
3. Proposed Articles of Organization and Operating Agreement for Birmingham Teatro, LLC;

4. Liquor License Purchase Agreement with deposit check; and
5. Sublease Agreement and Lease Agreement.

Additionally, enclosed is a credit card authorization form for payment of fees totaling $1,162.50 ($70.00 for the inspection fees, $600.00 for the Class C License, $350.00 for the Additional Bar Permit, and $142.50 for the Sunday Sales PM Permit).

If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

/lbp
Enclosures

cc: Nicholas Lekas *(with enclosures, via electronic mail)*

hopefully get us to where we need to go, so that we are looking at an approval and not designing at the table.

Mayor Pro Tem Harris agreed with everything that has been said, and gave further direction to staff to collect data on multiple days with different lengths and frequency of trucks, the feasibility of having the island, the likelihood of vehicles stopping, and what happens if they do not.

Commissioner Bordman asked that data be collected after Whole Foods opens.

The Commission took no action.

VI. NEW BUSINESS

08-228-17 PUBLIC HEARING FOR 211 S. OLD WOODWARD – BIRMINGHAM THEATER SPECIAL LAND USE PERMIT AND FINAL SITE PLAN

Commissioner Sherman recused himself based on a conversation with the City Attorney, and left the Commission room at 9:48 p.m.

Mayor Nickita opened the public hearing at 9:47 p.m.

City Planner Ecker reported:

- The subject site, Birmingham Theater, is located at 211 S. Old Woodward, on the east side of S. Old Woodward at Merrill.
- The parcel is zoned B-4, Business-Residential and D-4 in the Downtown Overlay District.
- The applicant, Birmingham Teatro, LLC, is applying for a Special Land Use Permit (SLUP) to operate with a Class C liquor license under the new ordinance allowing a movie theater to operate with a liquor license.
- Birmingham Teatro is owned equally by Daniel Shaw and Nicholas Lekas, who in addition to operating the theater, are also part owners of Birmingham Theater, LLC, which is the sub-landlord for 211 S. Old Woodward.
- Article 2, section 2.37, B4 (Business-Residential) District requires that any establishment with alcoholic beverage sales (on-premise consumption) shall obtain a Special Land Use Permit.
- On July 12, 2017, the Planning Board conducted a public hearing and voted unanimously to recommend approval to the City Commission of the Special Land Use Permit ("SLUP") and Final Site Plan for 211 S. Old Woodward, Birmingham Theater, with no conditions.
- No exterior changes to the Birmingham Theater building are proposed.

Answering questions from commissioners, City Planner Ecker explained:

- Alcohol will be sold only on the upper level. Patrons may buy alcohol and take it down to the lower level.
- Birmingham Teatro is owned by Daniel Shaw and Nicholas Liekas, both of whom are also part owners of Birmingham Theater, the EA Fuller Oak Mgmt., and Fuller Oak Mgmt. One or more of the principals who are involved in Birmingham Teatro are also involved in the other organizations, but the SLUP resolution and the contract is with Birmingham Teatro LLC. So if the two owners in Birmingham Teatro LLC change or if they add a new owner, then they would have to come back.

- Changes in the owners of the other organizations would not affect the SLUP with Birmingham Teatro.
- Birmingham Teatro does not own the building.

Liquor License Attorney Kelly Allen explained:

- Birmingham Emagine Theater has a Birmingham full quota Class C license. Birmingham Teatro is requesting a transferrable Oakland County Class C license by virtue of a Birmingham ordinance allowing it to be used for a theater.
- The last service of alcohol will always be one hour before the last movie ends and never after 1:00 a.m.
- Patrons are not allowed to remove liquor from the establishment.

Janet Lekas on behalf of Birmingham Teatro clarified for Commissioner Hoff that the theater is trying to attract more independent movies which are typically shown on the second level and the bar will be a good complement.

Mayor Nickita closed the public hearing at 10:01 p.m.

MOTION: Motion by Mayor Pro Tem Harris, seconded by Commissioner DeWeese:
To approve the Final Site Plan and Special Land Use Permit for 211 S. Old Woodward to allow for the addition of a theater liquor license for the Birmingham Teatro d/b/a/ Birmingham Theater. *Formal resolution appended to these minutes as Attachment A.*

VOTE:	Yeas,	6
	Nays,	0
	Absent,	0
* Recused,~~Abstain~~,		1 (Sherman)

(**As amended on August 28, 2017.*)

08-229-17 PUBLIC HEARING TO CONSIDER APPROVAL OF THE BROWNFIELD PLAN AND REIMBURSEMENT AGREEMENT FOR 35975 WOODWARD (VACANT SITE, FORMER GAS STATION)

Commissioner Sherman returned to the Commission room at 10:02 p.m.

Mayor Nickita opened the public hearing at 10:02 p.m.

City Planner Ecker reported:

- The State Brownfield Redevelopment Statute (Public Act 381 of 1996, as amended) allows the City to approve a Brownfield Plan in order to help finance the cleanup of a contaminated site through the use of Tax Increment Financing (TIF).
- In March 2017, the owner of 35975 Woodward submitted a draft Brownfield Plan ("the Plan") to the City in anticipation of the construction of a new two story commercial development.
- The Brownfield Plan outlines numerous environmental concerns on the site, including historical operations and contamination of the adjacent sites, and contamination on the subject site. Extensive soil and groundwater contamination was found, including the presence of various volatile organic compounds (VOCs), polyaromatic hydrocarbons (PAHs), and metals at concentrations exceeding Part 201 Generic Residential Criteria.

MEMORANDUM

Planning Department

DATE: August 24, 2026

TO: Nick Dupuis, Planning Director
Jana Ecker, City Manager

FROM: Leah Blizinski, City Planner

SUBJECT: Set Public Hearing for 209 Hamilton Row – The Emagine Palladium – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:

The applicant has submitted a Special Land Use Permit Amendment application to change ownership of the Emagine Palladium, an existing movie theater serving alcoholic liquors for on-premise consumption in Downtown Birmingham. The subject site is located on the north side of Hamilton Row between N. Old Woodward and Ferndale.

The transfer of ownership will include assuming the operation of the movie theater. The new owner has no plans to change the theater in any way at this time. The theater will maintain its name and DBA as, Emagine Palladium. If approved, the Special Land Use Permit would be transferred from CH Birmingham, LLC to Bloomfield 14, LLC.

BACKGROUND:

On May 18, 2015 (Agenda and Minutes attached), the City Commission moved to approve the initial Special Land Use Permit (SLUP) for the Emagine Palladium along with a restaurant (under 250 N. Old Woodward).

On June 4, 2018 (Agenda and Minutes attached), the City Commission moved to approve a Special Land Use Permit Amendment for Emagine Palladium (under 209 Hamilton Row) to remove a portion of the dining area. The SLUP has remained in good standing with the City.

LEGAL REVIEW:

The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:
There are no building or site plan changes associated with this application and therefore there are no design considerations.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad will be placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on September 28, 2026. In addition, postcards with be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of September 28, 2026 to consider the Special Land Use Permit Amendment for 209 Hamilton Row – Emagine Palladium – to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

ATTACHMENTS:
1. 209 Hamilton Row - The Emagine Palladium - SLUP (Ownership Change) Draft Resolution
2. 211 S. Old Woodward - Birmingham Theater - SLUP Contract
3. 209 Hamilton Row - Palladium Theatre - SLUP Ownership Transfer Application
4. 250 N. Old Woodward - Emagine Palladium SLUP - Report 2015
5. 250 N. Old Woodward - Emagine Palladium SLUP - Minutes 2015
6. 209 Hamilton Row - Emagine Palladium SLUP - Report 2018
7. 209 Hamilton Row - Emagine Palladium SLUP - Minutes 2018

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of September 28, 2026 to consider the Special Land Use Permit Amendment for 209 Hamilton Row – Emagine Palladium – to transfer ownership and update the Special Land Use Permit with the new owner, Bloomfield 14, LLC.

Emagine Palladium
209 Hamilton Row
Special Land Use Permit Amendment 2026

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original liquor license for the Emagine Palladium, located at 250 N. Old Woodward on May 18, 2015;

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review Amendment for Emagine Palladium, located at 209 Hamilton Row on June 4, 2018;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2026 for approval of the transfer of ownership of an existing movie theater serving alcoholic liquors for on-premise consumption at 209 Hamilton Row from CH Birmingham, LLC to Bloomfield 14, LLC, (herein referred to as Emagine Palladium);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of Hamilton Row between N. Old Woodward and Ferndale;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on-premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 28, 2026 and has reviewed Emagine Palladium's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Emagine Palladium's application for a Special Land Use Permit Amendment at 209 Hamilton Row is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this

Special Land Use Permit Amendment is granted subject to the following conditions:

1. Emagine Palladium shall abide by all provisions of the Birmingham City Code;
2. Emagine Palladium shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2015 and 2018; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit, after notice and a hearing.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Emagine Palladium and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Emagine Palladium to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Emagine Palladium is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 209 Hamilton Row from CH Birmingham, LLC to Bloomfield 14, LLC, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on September 28, 2026.

_____

Alexandria Bingham
City Clerk

DRAFT

CONTRACT FOR A SPECIAL LAND USE PERMIT
211 S. OLD WOODWARD – BIRMINGHAM 8 MOVIE THEATER POWERED BY EMAGINE

This Contract is entered into this___day of_____, 2026 by and between **BLOOMFIELD 14, LLC,** whose address is 3410 Belle Chase Way, Lansing MI 48911 (hereinafter referred to as "Birmingham 8 Movie Theater Powered by Emagine"), **FULLER CENTRAL PARK PROPERTIES, L.L.C.**, whose address is 112 Peabody St., Birmingham, MI 48009 ("Property Owner"), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 ("City").

R E C I T A L S:

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original theater liquor license for Birmingham Theater, located at 211 S. Old Woodward on August 14, 2017;

WHEREAS, The City Commission approved a Special Land Use Permit Amendment to allow the transfer of ownership of the Birmingham Theater, located at 211 S. Old Woodward from Birmingham Theatro, LLC to CH Birmingham LLC on May 10, 2021;

WHEREAS, A Special Land Use Permit Amendment application was filed in July 2026 for approval of the transfer of ownership of an existing movie theater serving alcoholic liquors for on-premise consumption at 211 S. Old Woodward from CH Birmingham, LLC to Birmingham 14, LLC (herein after referred to as Birmingham 8 Movie Theater Powered by Emagine);

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of S. Old Woodward at the intersection of Merrill St and S. Old Woodward;

WHEREAS, The land is zoned B4 (Business-Residential) and D4 (Downtown Overlay), which permits alcoholic beverage sales for on-premise consumption with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on September 28, 2026 and has reviewed Birmingham8 Movie Theater Powered by Emagine's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

DRAFT

NOW, THEREFORE, the parties agree as follows:

1. Birmingham 8 Movie Theater Powered by Emagine will utilize a state issued liquor license for use solely at the Property. Any transfer of the aforementioned license from the Property to any other location in the City of Birmingham shall require the approval of the Birmingham City Commission in accordance with Section 10-83 of the City of Birmingham Code of Ordinances. In addition, any expansion of the Property shall also require the approval of the Birmingham City Commission.

2. Birmingham 8 Movie Theater powered by Emagine further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for on-premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Birmingham 8 Movie Theater Powered by Emagine shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Birmingham 8 Movie Theater Powered by Emagine further acknowledges and agrees that a violation of any provision of the Special Land Use Permit or the Michigan Liquor Control Code is a violation of the terms of this contract entitling the City to exercise any or all of the remedies provided herein.

3. Birmingham 8 Movie Theater Powered by Emagine acknowledges that no modifications to the site plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, major remodeling, changes in the number of interior or exterior seats, etc.

4. Birmingham 8 Movie Theater Powered by Emagine agrees that it shall not apply or seek from the Michigan Liquor Control Commission any permit endorsements to its liquor license whether available in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without the prior approval of the Birmingham City Commission.

5. Birmingham 8 Movie Theater Powered by Emagine further agrees that it shall not seek any change in its license status/class whether such changes are available now in the current Michigan Liquor Control Code or in future Michigan Liquor Control Codes, or amendments thereto, without prior approval of the Birmingham City Commission.

6. Birmingham 8 Movie Theater Powered by Emagine agrees that it shall adhere to all Federal, State and local ordinances currently in effect or as subsequently amended or enacted.

7. Birmingham 8 Movie Theater Powered by Emagine agrees that its failure to follow any of the provisions herein may be grounds for the Michigan Liquor Control Commission to suspend, revoke or not renew its liquor license and/or for the Birmingham City Commission to revoke the Special Land Use Permit, either of which would prohibit Birmingham 8 Movie Theater Powered by Emagine from operating the establishment. Birmingham 8 Movie Theater Powered by Emagine agrees that in addition to the City of Birmingham's right to seek suspension, revocation or non-renewal of its liquor license and/or revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Birmingham 8 Movie Theater Powered by Emagine further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the suspension, revocation or non-renewal of its liquor license and revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

8. To the fullest extent permitted by law, Birmingham 8 Movie Theater Powered by Emagine and any entity or person for whom Birmingham 8 Movie Theater powered by Emagine is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Birmingham 8 Movie Theater Powered by Emagine's operation of an establishment at the Property. Birmingham 8 Movie Theater Powered by Emagine is not liable if the act or omission is the City's.

9. In the event Birmingham 8 Movie Theater powered by Emagine fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.

10. Any disputes arising under this Contract, not within the jurisdiction of the Michigan Liquor Control Commission, shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

11. This contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

12. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.

13. The City determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit Amendment is granted subject to the following conditions:

a. Birmingham 8 Movie Theater Powered by Emagine shall abide by all provisions of the Birmingham City Code;

DRAFT

b. Birmingham 8 Movie Theater Powered by Emagine shall comply with the approved site and design plans and any amendments thereto, and all conditions of approval assigned by the Planning Board and City Commission in 2017; and
c. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Birmingham 8 Movie Theater Powered by Emagine has been given notice and a hearing.

15. Except as herein specifically provided, Birmingham 8 Movie Theater Powered by Emagine and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Birmingham 8 Movie Theater Powered by Emagine to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit, after notice and a hearing.

16. Birmingham 8 Movie Theater Powered by Emagine is recommended for the operation of an establishment serving alcoholic beverages for on premise consumption, above all others, subject to final inspection.

17. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the City and Birmingham 8 Movie Theater Powered by Emagine. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

DRAFT

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereby have executed this Contract as of the date set forth above.

BLOOMFIELD 14, LLC. (Birmingham 8 Movie Theater Powered by Emagine)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____who acknowledged that with authority on behalf of **BLOOMFIELD 14, LLC** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

FULLER CENTRAL PARK PROPETIES, L.L.C. (Property Owner)
(as to paragraph 10 only)

By: _____

Its: _____

DRAFT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2026, before me personally appeared _____, who acknowledged that with authority on behalf of **FULLER CENTRAL PARK PROPERTIES, L.L.C.** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Jana L. Ecker, City Manager
(Approved as to substance)

_____
Nicholas J. Dupuis, Planning Director
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

DRAFT

HONIGMAN

J. Patrick Howe
Office: 248.835.2068
phowe@honigman.com

July 15, 2026

VIA HAND DELIVERY
Mr. Nicholas Dupuis
Planning Director
City of Birmingham
51 Martin Street
Birmingham, Michigan 48009

Re: **Application to Transfer Ownership of Special Land Use Permit**
Applicant: Bloomfield 14, LLC
Current SLUP Permittee: CH Birmingham LLC
Address: 209 Hamilton Row, Birmingham, Michigan 48009

Dear Mr. Dupuis,

This firm represents Blomfield 14, LLC, which has entered into a purchase agreement to acquire substantially all of CH Birmingham, LLC's assets, including the Class C liquor license and permits that it holds at The Emagine Palladium, located at 209 Hamilton Row. Our client plans to assume the operation of the movie theater, and has no plans to change the theater in any way at this time. Bloomfield 14, LLC is an indirect subsidiary of Kinepolis Group, N.V., which is a publicly traded company on the Brussels Stock Exchange under the ticker symbol KIN. Our client is very experienced in the ownership and operation of movie theaters, and has broad experience responsibly serving alcoholic beverages within its theaters.

We have enclosed a Special Land Use Permit Application signed by the Applicant and property owner, along with a check in the amount of $1,800 to cover the processing fees. Should you need any additional information or documents to process this application, please do not hesitate to contact me. It is my understanding that this application will require one public hearing before the City Commission, and an appearance before the Planning Commission is not required. If the Applicant must post a public notice prior to the public hearing, please contact me to coordinate a time to pick up the sign.

Should you have any questions or concerns regarding this request, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,
HONIGMAN LLP

J. Patrick Howe

BIRMINGHAM

Special Land Use Permit Application – General
Planning Division

1. Applicant
Name: Bloomfield 14, LLC d/b/a Emagine Palladium
Address: 209 Hamilton Row
Birmingham, Michigan 48009
Phone Number: (248) 220-3165
Email: jkincaid@mjrtheatres com

2. Property Owner (☐ *same as applicant*)
Name: The Palladium of Birmingham, LLC
Address: 201 Hamilton Row
Birmingham, MI 48009
Phone Number:
Email: jjonna@ajonna.com

3. Project Contact Person (☐ *same as applicant*)
Name: J. Patrick Howe, Attorney
Address: 39400 Woodward Ave , Suite 101
Bloomfield Hills, Michigan 48304
Phone Number: (248) 566-8456
Email: phowe@honigman com

4. Project Designer/Developer
Name: Bloomfield 14, LLC d/b/a Emagine Palladium
Address: 41000 Woodward Ave , Suite 135-East
Bloomfield Hills, Michigan 48304
Phone Number: (248) 220-3165
Email: jkincaid@mjrtheatres com

5. Required Attachments
- One (1) paper copy and of all project plans including:
  - o Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
  - o Detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
  - o Certified Land Survey;
  - o Interior floor plans;
  - o Landscape Plan;
  - o Photometric Plan;
  - o Colored elevation drawings for each building elevation;
- One (1) digital copy of all project plans;
- Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- Samples of all proposed materials;
- Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- Current aerial photographs of the site and surrounding properties;
- Proof of ownership;
- Any other data requested by a review board, Planning Department, or other City Departments.

6. Project Information
Address:
Name of Development:
Parcel ID#:
Current Use:
Proposed Use:
Area of Site in Acres:
Current Zoning:

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? ---	☐	☐
→ If so, which?		
Will the project require a variance? ---------	☐	☐
→ If so, how many?		
Has the project been reviewed by a Board?	☐	☐
→ If so, which?		

7. Details of the Request for Preliminary Site Plan Review
Bloomfield 14, LLC is under contract to purchase and take over operations of the Emagine Palladium Movie Theater located at 209 Hamilton Row. There are no changes planned to the Movie Theater or its operations at this time We are filing this application to transfer the existing Special Land Use Permit from CH Birmingham, LLC to Bloomfield 14, LLC. The DBA will remain Emagine Palladium.

v. 1/4/23

8. **Buildings and Structures**
Number of buildings on site: _____ Height of building(s): _____
Use of building(s): _____ Number of stories: _____

9. **Floor Use and Area (in Square Feet)**

Proposed Commercial Uses:
Total basement floor area: _____ Commercial floor area: _____
Total ground floor area: _____ Industrial floor area: _____
Square feet per upper floor(s): _____ Office floor area: _____
_____ Total floor area: _____

Proposed Residential Uses:
Total number of units: _____ Residential unit floor area: _____
Number of two or less room units: _____ Residential amenity floor area: _____
Number of three or more room units: _____ Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:
Existing total floor area: _____ Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear
Proposed total floor area: _____ ☐ Front ☐ Other (please specify) _____

10. **Required and Proposed Setbacks**
Required front setback: _____ Proposed front setback: _____
Required rear setback: _____ Proposed rear setback: _____
Required side setback(s): _____ Proposed side setback(s): _____

11. **Required and Proposed Parking**
Required number of parking spaces: _____ Typical size of parking spaces: _____
Proposed number of parking spaces: _____ Number of barrier free spaces: _____

12. **Landscaping**
Description of proposed landscaping: _____
_____
_____
_____
_____

☑ I have reviewed the City of Birmingham's Prohibited Species in Article 4, Section 4.20 of the Zoning Ordinance

13. **Streetscape**
Required sidewalk width: _____ Proposed sidewalk width: _____
Required benches: _____ Proposed benches: _____
Required street trees: _____ Proposed street trees: _____
Require street lights: _____ Proposed street lights: _____
Required trash receptacles: _____ Proposed trash receptacles: _____
Required bike racks: _____ Proposed bike racks: _____

14. **Loading**
Required loading spaces: _____ Proposed loading spaces: _____
Required dimensions: _____ Proposed dimensions: _____

15. **Waste Receptacles**
Location of waste receptacle(s): _____ Types of waste receptacles: ☐ Dumpster ☐ Recycling
_____ ☐ Compactor ☐ Cans ☐ Grease ☐ Other

v. 1/4/23

16. Mechanical Equipment

Rooftop Mechanical Equipment:
Description of location of units on rooftop: _____
Number of units: _____
Types of units: _____

Ground Mounted Mechanical Equipment:
Description of location of units on ground: _____
Number of units: _____
Types of units: _____

Utilities and Transformers:
Description of location of units on ground: _____
Number of units: _____
Types of units: _____

17. Lighting
Location of light fixtures: _____
Types of light fixtures: ☐ Spot ☐ ~~Flood~~ ☐ ~~Area~~ ☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns ☐ Security ☐ Pole-Mounted ☐ Wall Pack ☐ Other

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan. The undersigned further states that they have reviewed the procedures and guidelines for Site Plan Review in Birmingham, and have complied with the same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

Signature of Property Owner: _____ **Date:** ~~April~~ July 10, 2026

Print Name: Jordan Jonna

Signature of Applicant: _____ **Date:** April 20, 2026

Print Name: Bloomfield Jr LLC - Eddy Dagenais - President
Kingspan US Inc. Manager

Signature of Architect: _____ **Date:** _____

Print Name: _____

Office Use Only

Application #: BLU26-0006 Date Received: 7/28/26 Fee: $ _____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

v. 1/4/23

BIRMINGHAM

Notice Sign Rental Application
Community Development

1. **Applicant**
   Name: Bloomfield 14, LLC d/b/a Emagine Palladium
   Address: 209 Hamilton Row
   Birmingham, Michigan 48009
   Phone Number: (248) 220-3165
   Email: jkincaid@mjrtheatres.com

2. **Property Owner** (☐ *same as applicant*)
   Name: _____
   Address: _____
   _____
   Phone Number: _____
   Email: _____

3. **Project Information**
   Address: _____
   Name of Development: _____
   Parcel ID#: _____
   Current Use: _____
   Proposed Use: _____
   Area of Site in Acres: _____
   Current Zoning: _____

	Yes	No
Is the property located in a floodplain? -----	☐	☐
Is the property within a Historic District? ---	☐	☐
→ If so, which? _____		
Will the project require a variance? ---------	☐	☐
→ If so, how many? _____		
Has the project been reviewed by a Board?	☐	☐
→ If so, which? _____		

4. **Date of Board/Commission Review**
   City Commission: _____
   Planning Board: _____
   Historic District Commission: _____
   Design Review Board: _____
   Board of Zoning Appeals: _____
   Advisory Parking Committee: _____
   Multimodal Transportation Board: _____
   Other: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to post the Notice Sign(s) at least 15 days prior to the date on which the project will be reviewed by the appropriate board or commission, and to ensure that the Notice Sign(s) remains posted during the entire 15 day mandatory posting period. The undersigned further agrees to pay a rental fee and security deposit for the Notice Sign(s), and to remove all such signs on the day immediately following the date of the hearing at which the project was reviewed. The security deposit will be refunded when the Notice Sign(s) are returned undamaged to the Community Development Department. Failure to return the Notice Sign(s) and/or damage to the Notice Sign(s) will result in forfeiture of the security deposit.

Signature of Applicant: Bloomfield 14 LLC - Eddy DuQuenne Date: April 20 2026
President - Kinepolis US Inc - Manager

Office Use Only

Application #: _____ Date Received: _____ Fee: $_____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

City of Birmingham
A Walkable Community

MEMORANDUM

Community Development Department

DATE: **May 12, 2015**

TO: **Joseph A. Valentine, City Manager**

FROM: **Jana L. Ecker, Planning Director**

SUBJECT: **Public Hearing for Final Site Plan & Special Land Use Permit at 250 N. Old Woodward – Emagine Palladium and Ironwood Grill**

On March 25, 2015, the Planning Board conducted a public hearing to discuss a request by the applicant to open the Emagine Palladium Theatre, along with the Ironwood Grill., in the former Palladium Theatre space at 250 N. Old Woodward. Both the theatre and the restaurant are proposing to serve alcoholic liquors, and thus in accordance with the Zoning Ordinance, they are required to operate under a valid Special Land Use Permit. The existing Class C liquor license owner is The Palladium of Birmingham, LLC (owner of the Palladium Building), which is assigning the license to CH Birmingham, LLC a/k/a Emagine Palladium and Ironwood Grill Inside Emagine Palladium which will own and operate the theatre and restaurant proposed by the applicant at this time. The Planning Board voted to recommend approval of the Final Site Plan and Special Land Use Permit Amendment to the City Commission with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

The applicant is scheduled to appear before the Board of Zoning Appeals on May 12, 2015 for a variance to allow signage for both the Emagine Theatre and Ironwood Grill on the first floor sign band although their primary square footage is not located on the first floor of the building. Draft minutes of the meeting of the Board of Zoning Appeals should be ready by the public hearing on May 18, 2015.

Please find attached the staff report presented to the Planning Board, design plans for both the interior and exterior of the building on Hamilton Row, along with the relevant meeting minutes for your review.

SUGGESTED ACTION:

To approve the Final Site Plan and Special Land Use Permit Amendment at 250 N. Old Woodward to allow the operation of the Emagine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License to be held by CH Birmingham, LLC.

EMAGINE PALLADIUM AND IRONWOOD GRILL
250 N. OLD WOODWARD
SPECIAL LAND USE PERMIT
2015

WHEREAS, Emagine Palladium and Ironwood Grill have together filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate two food and drink establishments under common ownership, both serving alcoholic liquors, as required in Article 6, section 6.02(5) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward along Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits food and drink establishments serving alcoholic liquors with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on March 25, 2015 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on March 25, 2015;

WHEREAS, The Birmingham City Commission has reviewed Emagine Palladium and Ironwood Grill's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED,The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and

that the Emagine Palladium and Ironwood Grill application for a Special Land Use Permit authorizing the operation of two food and drink establishments, under common ownership, serving alcoholic liquors with a Class C liquor license with a Direct Connect Endorsement at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band;
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area;
7. Emagine Palladium and Ironwood Grill shall abide by all provisions of the Birmingham City Code;
8. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest;
10. Emagine Palladium and Ironwood Grill shall provide for the removal of disposable materials resulting from the operations and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area; and
11. Emagine Palladium and Ironwood Grill shall enter into a contract with the City outlining the details of the operation of the proposed restaurants.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Emagine Palladium and Ironwood Grill and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Emagine Palladium and Ironwood Grill to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that Emagine Palladium and Ironwood Grill are recommended for operation of a theatre and restaurant, under common ownership, serving alcoholic liquors, with a Class C Liquor License with a Direct Connect Endorsement, at 250 N. Old Woodward, Birmingham, Michigan, 48009, above all

others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

I, Laura M. Pierce, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on May 18, 2015.

_____

Laura M. Pierce, City Clerk

05-110-15 PUBLIC HEARING TO CONSIDER SPECIAL LAND USE PERMIT AMENDMENT FOR 250 NORTH OLD WOODWARD

Mayor Sherman opened the Public Hearing to approve the Final Site Plan and Special Land Use Permit (SLUP) Amendment – 250 N. Old Woodward – Emagine Palladium Theatre and Ironwood Grill restaurant at 7:34 PM.

Planning Director Ecker explained that all liquor license establishments are subject to a SLUP review. The three licenses at this address are being transferred from the former owner to the Jonah family, then to the new operators of each of the new establishments using those licenses. This is to transfer one of the licenses to the Jonah family, then to Emaine Palladium and Ironwood Grill. She explained the layout of the Emagine theater and the Ironwood Grill.

In response to a question from Mayor Pro Tem Hoff, Ms. Ecker explained that there is nothing in the zoning ordinance that restricts the hours of operation to 2:00 AM. The applicant wanted to confirm that there would be no issue if they run past 2:00 AM in the case of special features or premiers.

Mr. Paul Glantz, Emagine Entertainment, explained that there will be no advertising of the film outside of the building. He explained that most users use the internet or phone to look up show times. He explained the preferred seating model and noted that this will be a family environment.

In response to a question from Mayor Sherman regarding the dance permit endorsement, Mr. Glantz explained that the facility has a banquet room. It would be a rare circumstance that there would be dancing.

The Commission received a communication in support of the project from Victor Doherty, 1573 South Eton.

The Mayor closed the Public Hearing at 8:12 PM.

MOTION: Motion by Rinschler, seconded by Nickita:
To approve the Final Site Plan and Special Land Use Permit Amendment at 250 N. Old Woodward to allow the operation of the Emagine Palladium Theatre and Ironwood Grill restaurant, operating under one Class C Liquor License to be held by CH Birmingham, LLC:

WHEREAS, CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium have together filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate two food and drink establishments under common ownership, both serving alcoholic liquors, as required in Article 6, section 6.02(5) of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the east side of N. Old Woodward along Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits food and drink establishments serving alcoholic liquors with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The Planning Board on March 25, 2015 reviewed the application for Final Site Plan and Special Land Use Permit and recommended approval with the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band; and
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area.

WHEREAS, The applicant has agreed to comply with all conditions for approval as recommended by the Planning Board on March 25, 2015;

WHEREAS, The Birmingham City Commission has reviewed CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that the CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium application for a Special Land Use Permit authorizing the operation of two food and drink establishments, under common ownership, serving alcoholic liquors with a Class C liquor license with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward in accordance with Chapter 10, Alcoholic Liquors, is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Execute a contract with the City outlining the details of the proposed theatre and restaurant operations upon approval of the SLUP in accordance with the presentation made this evening;
2. Meet all City Department requests, subject to administrative approval;
3. Provide material specifications for the background sign panel on the marquis, and clarify all sign colors;
4. Obtain a variance from the Board of Zoning Appeals for all exterior entry signage;
5. Planning Board finds that the marquis is an architectural feature of the building, and is approved as an alternate design in lieu of a sign band;
6. LED lighting on the Ironwood Grill signs must be mounted so that it is not visible through the open cut area;

7. CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium shall abide by all provisions of the Birmingham City Code;
8. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest;
10. CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium shall provide for the removal of disposable materials resulting from the operations and maintain the area in a clean and orderly condition by providing the necessary employees to guarantee this condition, and by the placement of a trash receptacle in the outdoor seating area; and
11. CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium shall enter into a contract with the City outlining the details of the operation of the proposed restaurants.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium to comply with all the ordinances of the city may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that CH Birmingham LLC dba Emagine Palladium and Ironwood Grill inside Emagine Palladium are recommended for operation of a theatre and restaurant, under common ownership, serving alcoholic liquors, with a Class C Liquor License with a Direct Connect Endorsement, New Sunday Sales Permit (AM and PM), Dance Permit, Entertainment Permit, (1) New Add Bar Permit, Specific Purpose Permit (food and movies) at 250 N. Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

VOTE: Yeas, 7
Nays, None
Absent, None

05-111-15 BUDGET APPROPRIATIONS RESOLUTION FISCAL YEAR 2015-2016

Finance Director Gerber presented the Fiscal Year 2015-2016 Budget Appropriations. He explained that at the budget hearing in April, the taxable value was substantially higher than what was proposed in the original budget. After discussion, the consensus was to split the difference and use half of the funds for staff recommended projects and the other half to lower the operating mil.

Mr. Gerber explained that the water fund currently is in greatest need of additional resources. Resources have been depleted due to capital improvements.

MOTION: Motion: Rinschler, seconded by Nickita:
To approve the budget appropriations resolution adopting the City of Birmingham's budget and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2015 and ending June 30, 2016:

City of Birmingham
A Walkable Community

MEMORANDUM

Planning Division

DATE: **May 14th, 2018**

TO: **Joseph A. Valentine, City Manager**

FROM: **Jana L. Ecker, Planning Director**

SUBJECT: **Set Public Hearing for Special Land Use Permit Amendment for 209 Hamilton Row/250 N Old Woodward – Emagine Palladium**

The subject site, 209 Hamilton Row/250 N Old Woodward is located at the corner of N. Old Woodward and Hamilton Row in the Downtown Overlay. The applicant is seeking a Special Land Use Permit Amendment to remove a portion of the dining area (formerly 4-Story Burger) and install a 35 seat private viewing theater. There will be no changes made to the exterior of the building, and the building's signage will remain unchanged. The applicant has also advised that food and alcoholic beverage will be sold and consumed in the same manner as exists currently.

On April 25th, 2018, the Planning Board conducted a public hearing on the above application for a Special Land Use Permit Amendment for Emagine Palladium, where the Planning Board voted unanimously to recommend approval to the City Commission of Emagine Palladium at 209 Hamilton Row/250 N Old Woodward.

Accordingly, the Planning Division requests that the City Commission set a public hearing date of **June 4th, 2018** to consider the above request for a Special Land Use Permit Amendment. Please find attached the Planning Board staff report and application attachments for your review. The Planning Board minutes from April 25th, 2018 are not yet available.

SUGGESTED ACTION:

To set a public hearing date of June 4th, 2018 to consider a Special Land Use Permit Amendment for 209 Hamilton Row/250 N Old Woodward – Emagine Palladium, to allow for the renovation and installation of a 35 seat private viewing theater.

EMAGINE PALLADIUM
209 HAMILTON ROW / 250 N. OLD WOODWARD
SPECIAL LAND USE PERMIT AMENDMENT
2018

WHEREAS, Emagine Palladium filed an application pursuant to Article 7, section 7.34 of Chapter 126, Zoning, of the City Code to operate a food and drink establishment in the B4 zone district in accordance Article 2, Section 2.37 of Chapter 126, Zoning, of the City Code;

WHEREAS, The land for which the Special Land Use Permit Amendment is sought is located on the east side of N. Old Woodward, north of Hamilton Row;

WHEREAS, The land is zoned B-4, and is located within the Downtown Birmingham Overlay District, which permits the operation of food and drink establishments serving alcoholic beverages with a Special Land Use Permit;

WHEREAS, Article 7, section 7.34 of Chapter 126, Zoning requires a Special Land Use Permit to be considered and acted upon by the Birmingham City Commission, after receiving recommendations on the site plan and design from the Planning Board for the proposed Special Land Use;

WHEREAS, The applicant submitted an application for a Special Land Use Permit Amendment to install a new 35 seat private viewing theater in the former dining area of Four Story Burger;

WHEREAS, The Planning Board reviewed the application on April 25th, 2018 for a Special Land Use Permit Amendment and Final Site Plan Review and recommended with no conditions;

WHEREAS, The Birmingham City Commission has reviewed Emagine Palladium's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Emagine Palladium's application for a Special Land Use Permit Amendment and Final Site Plan at 209 Hamilton Row/250 N Old Woodward is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to assure continued compliance with Code standards and to protect public health, safety, and welfare,

this Special Land Use Permit Amendment is granted subject to the following conditions:

1. Emagine Palladium shall be permitted to provide entertainment in accordance with their entertainment permit issued by the MLCC;
2. Emagine Palladium shall abide by all provisions of the Birmingham City Code; and
3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest including, but not limited to, violations of the state law or Birmingham City Code.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, Emagine Palladium and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Emagine Palladium to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

MAY IT BE FURTHER RESOLVED that Emagine Palladium is recommended for the operation of a food and drink establishment serving alcoholic beverages on premises with a Class C Liquor License, at 209 Hamilton Row/250 N Old Woodward, Birmingham, Michigan, 48009, above all others, pursuant to Chapter 10, Alcoholic Liquors, of the Birmingham City Code, subject to final inspection.

I, Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on June 4th, 2018.

_____

Cherilynn Mynsberge, City Clerk

City of Birmingham
A Walkable Community

Special Land Use Permit Application

Planning Division

Form will not be processed until it is completely filled out.

1. Applicant

Name: CH Birmingham, LLC d/b/a Emagine Palladium
Address: 209 Hamilton Row, Birmingham, MI 48009
Attn: Anthony LaVerde, CEO
Phone Number: c/o J. Patrick Howe 248-385-3112
Fax Number: 888-450-1682
Email Address: jphowe@jphowe.com

Property Owner

Name: The Palladium of Birmingham, LLC
Address: 250 N. Old Woodward Ave.
Birmingham Michigan 48009
Phone Number: 248-593-6200
Fax Number: 248-593-6203
Email Address: jjonna@ajonna.com

2. Applicant's Attorney/Contact Person

Name: J. Patrick Howe, Esq., JPHOWE, PLLC
Address: 280 N. Old Woodward Ave., Suite 12
Birmingham, MI 48009
Phone Number: 248-385-3112
Fax Number: 888-450-1682
Email Address: jphowe@jphowe.com

Project Designer/Developer

Name: Studio Three Design
Address: 8604 Allisonville Rd., Suite 330
Indianapolis, IN 46250
Phone Number: 317-595-1236
Fax Number: 317-572-1236
Email Address: N/A

3. Required Attachments

- Warranty Deed with legal description of property
- Required fee (see Fee Schedule for applicable amount)
- Fifteen (15) folded copies of plans including a certified land survey, color elevations showing all materials, site plan, landscape plan, photometric plan, and interior plan
- Photographs of existing site and buildings
- Samples of all materials to be used
- Catalog sheets for all proposed lighting, mechanical equipment & outdoor furniture
- An itemized list of all changes for which approval is requested
- Completed Checklist
- Digital copy of plans
- One (1) additional set of plans mounted on a foam board, including a color rendering of each elevation

4. Project Information

Address/Location of Property: 250 N. Old Woodward Ave.
Birmingham, Michigan 48009
Name of Development: Palladium of Birmingham, LLC
Sidwell #: 19-25-453-011
Current Use: Movie theatre with food & beverage services
Proposed Use: Same
Area in Acres: .84 acres
Current Zoning: B-4, Downtown Overlay District
Zoning of Adjacent Properties: B-4, P
Is there a current SLUP in effect for this site?: Yes
Is property located in the floodplain? No

Name of Historic District site is in, if any: No
Date of HDC Approval, if any: N/A
Date of Application for Preliminary Site Plan: 5/28/14
Date of Preliminary Site Plan Approval: 5/28/14
Date of Application for Final Site Plan: 6/25/14
Date of Final Site Plan Approval: 8/27/14
Date of Revised Final Site Plan Approval:
Date of Final Site Plan Approval:
Date of DRB approval, if any: 5/28/14
Date of Last SLUP Amendment: 6/26/17
Will proposed project require the division of platted lots?

5. Details of the Nature of Work Proposed (Site plan & design elements)

Applicant is proposing to remove a portion of the dining area that was formerly used to operate Four Story Burger, and create an additional private screening room in this area per the enclosed plans. There are no proposed changes to the existing lobby, cocktail lounge, bar, or kitchen. Emagine Palladium will continue to offer food and beverages, including alcoholic beverages, in the existing bar and loung area. If the proposed changes are approved, no portion of the facility will be operated as Four Story Burger, and all components of the facility will be operated as Emagine Palladium.

6. Buildings and Structures

Number of Buildings on site: 1
Height of Building & # of stories: 4

Use of Buildings: Retail, office, movie theater, food service
Height of rooftop mechanical equipment: N/A

7. Floor Use and Area (in square feet)

Commercial Structures:

Total basement floor area: 31,000 sf
Number of square feet per upper floor: 31,000 sf
Total floor area: No change
Floor area ratio (total floor area divided by total land area): No change
Open space: No Change
Percent of open space: No Change

Office space: No Change
Retail space: No Change
Industrial space: No Change
Assembly space: No Change
Seating Capacity: Seating area in private screening room and private lounge will accomodate 35
Maximum Occupancy Load: 1011

Residential Structures: NOT APPLICABLE

Total number of units:
Number of one bedroom units:
Number of two bedroom units:
Number of three bedroom units:
Open space:
Percent of open space:

Rental units or condominiums?:
Size of one bedroom units:
Size of two bedroom units:
Size of three bedroom units:
Seating Capacity:
Maximum Occupancy Load:

8. Required and Proposed Setbacks NO CHANGES

Required front setback:
Required rear setback:
Required total side setback:
Side setback:

Proposed front setback:
Proposed rear setback:
Proposed total side setback:
Second side setback:

9. Required and Proposed Parking NO CHANGES

Required number of parking spaces:
Typical angle of parking spaces:
Typical width of maneuvering lanes:
Location of parking on the site:
Location of off site parking:
Number of light standards in parking area:
Screenwall material:

Proposed number of parking spaces:
Typical size of parking spaces:
Number of spaces < 180 sq. ft.:
Number of handicap spaces:
Shared Parking Agreement?:
Height of light standards in parking area:
Height of screenwall:

10. Landscaping NOT APPLICABLE

Location of landscape areas:

Proposed landscape material:

11. Streetscape NO CHANGES

Sidewalk width: _____
Number of benches: _____
Number of planters: _____
Number of existing street trees: _____
Number of proposed street trees: _____
Streetscape Plan submitted?: _____

Description of benches or planters: _____
_____
_____
Species of existing street trees: _____
Species of proposed street trees: _____
_____

12. Loading NO CHANGES

Required number of loading spaces: _____
Typical angle of loading spaces: _____
Screenwall material: _____
Location of loading spaces on the site: _____

Proposed number of loading spaces: _____
Typical size of loading spaces: _____
Height of screenwall: _____

13. Exterior Trash Receptacles NO CHANGES

Required number of trash receptacles: _____
Location of trash receptacles: _____
Screenwall material: _____

Proposed number of trash receptacles: _____
Size of trash receptacles: _____
Height of screenwall: _____

14. Mechanical Equipment NO CHANGES

Utilities & Transformers:
Number of ground mounted transformers: _____
Size of transformers (LxWxH): _____
_____
_____
_____
Number of utility easements: _____
Screenwall material: _____

Location of all utilities & easements: _____
_____
_____
_____
_____
_____
Height of screenwall: _____

Ground Mounted Mechanical Equipment: NO CHANGES
Number of ground mounted units: _____
Size of ground mounted units (LxWxH): _____
_____
_____
_____
_____
Screenwall material: _____

Location of all gournd mounted units: _____
_____
_____
_____
_____
_____
Height of screenwall: _____

Rooftop Mechanical Equipment: NO CHANGES
Number of rooftop units: _____
Type of rooftop units: _____
_____
_____
_____
_____
Screenwall material: _____
Location of screenwalls: _____
_____
_____
_____

Location of all ground mounted units: _____
Size of rooftop units (LxWxH): _____
_____
_____
_____
_____
Height of screenwall: _____
Percentage of rooftop covered by mechanical units: _____
Distance from units to rooftop units to screenwall: _____
_____
_____

15. Accessory Buildings NOT APPLICABLE

Number of accessory buildings: _____
Location of accessory buildings: _____
Size of accessory buildings: _____
Height of accessory buildings: _____

16. Building Lighting NO CHANGES

Number of light standards on building: _____
Size of light fixtures (LxWxH): _____
Maximum wattage per fixture: _____
Light level at each property line: _____
Type of light standards on building: _____
Height from grade: _____
Proposed wattage per fixture: _____
Number & location of holiday tree lighting receptacles: _____

The undersigned states the above information is true and correct, and understands that it is the responsibility of the applicant to advise the Planning Division and / or Building Division of any additional changes made to an approved site plan or Special Land Use Permit. The undersigned further states that they have reviewed the procedures and guidelines for site plan review and Special Land Use Permits in Birmingham and have complied with same. The undersigned will be in attendance at the Planning Board meeting when this application will be discussed.

The Palladium of Birmingham, LLC

Signature of Owner: _____ Date: March 27, 2018

Print Name: Jordan Inman

CH Birmingham, LLC d/b/a Emagine Palladium

Signature of Applicant: _____ Date: March 27, 2018

Print Name: Anthony LaVerde, CEO

Studio Three Design

Signature of Architect: _____ Date: March 27, 2018

Print Name: Kevin Coppedge

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____

JPHOWE
PLLC

280 N. Old Woodward
Suite 12
Birmingham, MI 48009
t 248.385.3112
f 248.835.2068
t 888.450.1682
jphowe@jphowe.com
www.jphowe.com

March 29, 2018

VIA HAND DELIVERY

Ms. Jana Ecker
Planning Director
City of Birmingham
City Hall Building
151 Martin Street, Suite #223
Birmingham, MI 48009

Re: Application for Amendment to Special Land Use Permit
Applicant: CH Birmingham, LLC d/b/a Emagine Palladium
209 Hamilton Row, Birmingham, MI 48009

Dear Ms. Ecker,

This firm represents CH Birmingham, LLC d/b/a Emagine Palladium, which operates a movie theater with a Class C liquor license at 209 Hamilton Row under a Special Land Use Permit issued by the City. We hereby submit this application to request an amendment to our client's Special Land Use Permit, to allow a portion of the dining area in the facility operated as Four Story Burger, to be converted to private movie screening room that will seat 35 guests. Interior construction to a limited area of the facility will be required to covert a portion of the existing dining space into a private movie screening room. There will be no changes to the exterior of the building, and all exterior signage will remain unchanged. Food and alcoholic beverages will continue to be offered for sale in the facility, and will be served and consumed as they currently are in the lounge area, concession area, and movie theaters.

In connection with this request, we have enclosed the following documents for your review:

1. Special Land Use Permit Application;
2. Floor Plan of facility showing proposed changes to create a private movie screening room;
3. Façade drawings showing no changes to the exterior façade; and
4. Check payable to the City of Birmingham in the amount of $2,800 to cover the application fee

We appreciate your assistance processing this application, and we look forward to appearing before the Planning Board and City Commission to address any questions or concerns that the City may have regarding this request. That you for your attention to this matter. We await your response with respect the date that you will present this request to the Planning Board.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

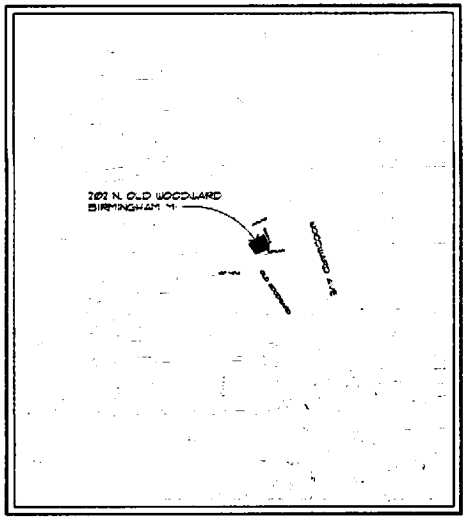
cc: Emagine Palladium

PALLADIVM

BIRMINGHAM, MICHIGAN

BUILDING OWNER/DEVELOPER:
A.F. JONNA DEVELOPMENT
4036 TELEGRAPH RD. SUITE 201
BLOOMFIELD HILLS, MI 48302
(248) 593-6200 FAX: (248) 593-6203

ARCHITECT:
JPRA ARCHITECTS
39300 WEST TWELVE MILE RD. SUITE 180
FARMINGTON HILLS, MI 48331
(248) 737-0180 FAX: (248) 737-9161



LOCATION MAP
CITY OF BIRMINGHAM (NOT TO SCALE)

INDEX OF DRAWINGS

SHEET NUMBER	DRAWING TITLE
CS	COVER SHEET
C1	ALTA/ACSM LAND TITLE SURVEY
C2	FINAL SITE PLAN
A.102	LOWER LEVEL FLOOR PLAN
A.103	STREET LEVEL FLOOR PLAN
A.104	SECOND LEVEL FLOOR PLAN
A.105	FOURTH LEVEL FLOOR PLAN
A.106	THIRD LEVEL FLOOR PLAN
A.107	FIFTH LEVEL FLOOR PLAN
A.108	ELEVATIONS
A.109	ELEVATIONS
A.110	PHOTOMETRIC CALCULATIONS

PREVIOUS APPROVAL
PRELIMINARY SITE PLAN APPROVAL
BY PLANNING BOARD MAY 28, 2014

FINAL SITE PLAN APPROVAL
JUNE 09, 2014

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Bordman:
To set Monday, June 25, 2018 at 7:30 PM for a Public Hearing to consider a Special Land Use Permit Amendment for 34977 Woodward – Hazel Ravines Downtown, to allow for the proposed renovations and decorations.

VOTE: Yeas, 7
Nays, 0
Absent, 0

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

06-164-18 PUBLIC HEARING TO CONFIRM SPECIAL ASSESSMENT DISTRICT - 2018 CAPE SEAL PROJECT – PUBLIC STREET IMPROVEMENT

Mayor Harris opened the public hearing at 7:48 p.m.

Mayor Pro Tem Bordman told the Commission that she and Mayor Harris both live in the assessment district but do not have a conflict of interest per consultation with the City Attorney.

Deputy Treasurer Klobucar reviewed the memo sent to City Manager Valentine on May 24, 2018 regarding the proposed special assessment district.

There being no further comment, Mayor Harris closed the public hearing at 7:49 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner DeWeese:
To ratify and confirm Special Assessment Roll No. 882 to defray the cost of public street maintenance of all properties fronting and/or siding on the improvement within the 2018 Cape Seal project area, and to direct the City Clerk to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement; further, that special assessments shall be payable in one (1) payment as provided in Section 94-10 of the Code of the City of Birmingham at five and three quarters percent (5.75%) annual interest. (*Formal resolution appended to these minutes as Attachment A.*)

VOTE: Yeas, 7
Nays, 0
Absent, 0

06-165-18 PUBLIC HEARING TO CONSIDER THE SPECIAL LAND USE PERMIT AMENDMENT FOR 209 HAMILTON ROW/250 N. OLD WOODWARD – EMAGINE PALLADIUM

Mayor Harris opened the public hearing at 7:50 p.m.

Planning Director Ecker provided an overview of:

- Her May 21, 2018 memo to City Manager Valentine regarding this SLUP proposal; and,
- The physical changes being proposed.

Paul Glanz said:

- The Emagine hopes to have this sixth theater in continuous use, though the exact programming will be determined.
- Food will continue to be available to theater patrons.
- For tables patrons will be provided trays that fit into the theater seat cup-holders and can be sanitized after use.
- A lounge area for food service will be available as well.
- The building will be using one of its Class C licenses for this.
- Regular films may be screened in the sixth theater, but the hope is that private events will comprise the bulk of the sixth theater's programming time.
- The seats in the sixth theater can be moved.

Planning Director Ecker said the need for a second egress door will be handled through the permitting process.

There being no further comment, Mayor Harris closed the public hearing at 8:01 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Mayor Pro Tem Bordman:
To approve the Special Land Use Permit Amendment for 209 Hamilton Row/250 N Old Woodward – Emagine Palladium, to allow for the renovation and installation of a 35 seat private viewing theater. (*Formal resolution appended to these minutes as Attachment B.*)

VOTE:	Yeas,	7
	Nays,	0
	Absent,	0

06-166-18 S. ETON RD. TEMPORARY STRIPING – MAPLE RD. TO 14 MILE RD. – MULTI-MODAL TRANSPORTATION BOARD RECOMMENDATIONS

Assistant Planner Chapman presented the May 23, 2018 memo to City Manager Valentine regarding the proposed temporary striping on S. Eton.

City Manager Valentine said:

- The trial period will begin once the Commission approves the proposal, and will last until the City has sufficient funding to proceed. The City will be exploring the TAP grant which may cover up to 30% of the projected cost.
- The north end of Maple has referred back for further study after Whole Foods had been open for a year to get an assessment on how the intersection was working. The objective is to determine utilization of the intersection in conjunction with the lighting and the traffic from Whole Foods. That study should conclude within the next two months and will be brought before the Commission with a recommendation. These findings should be possible to incorporate into the temporary striping project.

MEMORANDUM

Planning Department

DATE: August 24, 2026

TO: Jana Ecker, City Manager

FROM: Nick Dupuis, Planning Director

SUBJECT: Set public hearing to amend the Zoning Ordinance and Birmingham Code of Ordinances to modify rental requirements in the City of Birmingham.

INTRODUCTION:

The City Commission moved to place a six month moratorium on the specific activity of providing either a temporary or annual license for renting or leasing, or of offering possession or occupancy of a dwelling in the City of Birmingham for thirty (30) days or less in which the owner does not reside in that property, and offering the possession or occupancy to another who is not the legal owner of record pursuant to a written or oral agreement.

In addition, the City Commission directed the Planning Board to review the current general and zoning ordinances and determine if all rental premises should be regulated and controlled by the Birmingham Zoning Ordinance, including all necessary regulations to ensure the health, safety and welfare of Birmingham residents. The directive included a desire to review how best to protect the character and peace of the City's neighborhoods by determining if the City should, at the minimum, regulate and/or consider the following as a part of the Zoning Ordinance:

- Establish a minimum rental occupancy of thirty (30) days.
- Evaluate the impact of rental housing density.
- Provide key contacts online for community complaints and enforcement actions.
- Enforce behavior and nuisance rules with hosts being held responsible for noise, parking, and property maintenance.
- Establish inspection and enforcement protocols that carry penalties with fees for each complaint, and consequences that can lead to revoking licenses.

At this time, the Planning Board has completed its review of the ordinances and has made recommendations for some amendments to the Zoning Ordinance and Birmingham Code of ORdinances to the City Commission.

BACKGROUND:

On April 27, 2026 (Agenda – Video), the City Commission moved to place a six-month moratorium on the specific activity of providing either a temporary or annual license for renting

or leasing, or of offering possession or occupancy of a dwelling in the City of Birmingham for thirty (30) days or less in which the owner does not reside in that property, and offering the possession or occupancy to another who is not the legal owner of record pursuant to a written or oral agreement.

The City Commission continued a conversation regarding short term rentals on May 4, 2026 (Agenda – Video), which reinforced the action taken during the April 27 meeting.

On May 13, 2026 (Agenda), the Planning Board reviewed a report and preliminary ordinance amendments regarding the City Commission directive and began to outline several steps, discussions, and findings that the Planning Board will need to make before furnishing a recommendation to the City Commission. Planning Department staff were directed to bring back data on rentals in Birmingham, relevant research, and more example ordinance language, if available, from other communities.

As the Planning Board continued to do its diligence on the directive, the City Commission has been receiving monthly reports from the Building, Planning and Police Departments regarding updates on enforcement, the zoning ordinance study, and any other happenings related to short term rentals. The City Commission received reports on May 18, 2026 (Agenda), June 8, 2026 (Agenda), June 22, 2026 (Agenda), July 13, 2026 (Agenda), July 27, 2026 (Agenda) August 10, 2026 (Agenda), and August 24, 2026.

The Planning Board and City Commission met at a joint meeting on June 15, 2026 (Agenda) during which short-term rentals were discussed, and the City Commission was updated on the progress of the Zoning Ordinance work. At this meeting, the Planning Board was seeking specific guidance on two issues: short-term rentals in commercial or mixed-use zoning districts, and any exceptions to the new ordinance, including owner-occupied or hosted rentals.

On July 8, 2026 (Agenda), the Planning Board reviewed a polished draft of the proposed ordinance language and held a lengthy discussion that brought closure to the last couple of outstanding issues, including regulating short term rentals in commercial/mixed-use zones and exceptions such as owner-occupied or hosted rentals. Ultimately, the Planning Board moved to set a public hearing to review amendments to the Zoning Ordinance that would prohibit short-term rentals as defined in the submission in all areas of the city other than the D4 and MX zones, including the suggested amendments to Sections 4, 5.9, and 9.9 and to consider make a recommendation to the City Commission.

Finally, on August 12, 2026 (Agenda), the Planning Board held a public hearing to review the proposed ordinance amendments in great detail. Ultimately, the Planning Board adopted findings of fact related to the results of their in-depth study of the issue and made a motion to recommend that the City Commission approve the amendments to the Zoning Ordinance and Birmingham Code of Ordinances to modify rental requirements in the City of Birmingham.

LEGAL REVIEW:
The City Attorney has reviewed the documentation and proposed ordinance amendments as to form and procedure and has no objections.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:
There are no direct sustainability impacts for this agenda item.

DESIGN CONSIDERATIONS:
There are no design considerations for this agenda item.

PUBLIC COMMUNICATIONS:
As required for Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board meeting on August 12, 2026. A similar notice will be provided for the public hearing at the City Commission on September 28, 2026.

SUMMARY:
The Planning Department requests that the City Commission consider setting a public hearing date of September 28, 2026 to consider amendments to the Zoning Ordinance and Birmingham Code of Ordinances as follows:

1. Article 2, Sections 2.03 through 2.45 to modify the permitted uses to add "rental unit" to the list of residential permitted uses, to remove "renting of rooms" from the list of accessory permitted uses, and to add "residential amenities" to the list of accessory permitted uses.
2. Article 3, Section 3.07 Permitted Uses and Special Uses, to add "Rental Unit" and "Residential Amenities" land use categories to the Triangle Overlay District Land Use Matrix.
3. Article 4, Section 4.46, Pk-02 Off-Street Parking Spaces Required, Table A, To Add Required Off-Street Parking for Rental Unit Land Use Category.
4. Article 5, Sections 5.02 through 5.15 to add use specific standards for "rental unit" and to remove use specific standards for "renting of rooms."
5. Article 9, Section 9.02 to add definition for rental unit, short-term rental, medium-term rental, long-term rental, owner-occupied rental, hosted rental, and residential amenities.
6. Part II of the City Code, Chapter 22 – Community Development Regulations, Article VI. – Property Maintenance Code, to Modify Division 4. – License for Rented, Leased Premises to remove on-site parking requirements with the intent of relocating parking requirements to the Zoning Ordinance, and to modify terminology to be consistent with the Zoning Ordinance.

ATTACHMENTS:
1. Proposed Amendments to Chapter 127 (Zoning) of the Birmingham Code of Ordinances
2. Proposed Amendments to Chapter 22 (Community Development Regulations) of the Birmingham Code of Ordinances
3. Planning Board Public Hearing Report - August 12, 2026

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of September 28, 2026 to

consider amendments to the Zoning Ordinance and Birmingham Code of Ordinances as follows:

1. Article 2, Sections 2.03 through 2.45 to modify the permitted uses to add "rental unit" to the list of residential permitted uses, to remove "renting of rooms" from the list of accessory permitted uses, and to add "residential amenities" to the list of accessory permitted uses.
2. Article 3, Section 3.07 Permitted Uses and Special Uses, to add "Rental Unit" and "Residential Amenities" land use categories to the Triangle Overlay District Land Use Matrix.
3. Article 4, Section 4.46, Pk-02 Off-Street Parking Spaces Required, Table A, To Add Required Off-Street Parking for Rental Unit Land Use Category.
4. Article 5, Sections 5.02 through 5.15 to add use specific standards for "rental unit" and to remove use specific standards for "renting of rooms."
5. Article 9, Section 9.02 to add definition for rental unit, short-term rental, medium-term rental, long-term rental, owner-occupied rental, hosted rental, and residential amenities.
6. Part II of the City Code, Chapter 22 – Community Development Regulations, Article VI. – Property Maintenance Code, to Modify Division 4. – License for Rented, Leased Premises to remove on-site parking requirements with the intent of relocating parking requirements to the Zoning Ordinance, and to modify terminology to be consistent with the Zoning Ordinance.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.03, R1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - one-family
        c. single-family cluster*
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. school - public
    3. Recreational Permitted Uses
        a. park
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home*
        b. garage - private
        c. greenhouse - private
        d. home occupation*
        e. parking facility - private off-street
        f. parking - public, off-street*
        ~~g. renting of rooms*~~
        h. sign
        i. swimming pool - private
        j. any use customarily incidental to the permitted principal use
        k. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. medical rehabilitation facility
        f. parking (accessory) - public, off-street

g. philanthropic use
h. public utility building
i. publicly owned building
j. religious institution
k. school - private
l. skilled nursing facility

* = Use Specific Standards in Section 5.02 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.05, R1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - one-family
        c. single-family cluster*
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. school - public
    3. Recreational Permitted Uses
        a. park
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home*
        b. garage - private
        c. greenhouse - private
        d. home occupation*
        e. parking facility - private off-street
        f. parking - public, off-street*
        ~~g. renting of rooms*~~
        h. sign
        i. swimming pool - private
        j. any use customarily incidental to the permitted principal use
        k. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. medical rehabilitation facility
        f. parking (accessory) - public, off-street

g. philanthropic use
h. public utility building
i. publicly owned building
j. religious institution
k. school - private
l. skilled nursing facility

* = Use Specific Standards in Section 5.02 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.07, R2 (SINGLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - one-family
        c. single-family cluster*
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. school - public
    3. Recreational Permitted Uses
        a. park
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home*
        b. garage - private
        c. greenhouse - private
        d. home occupation*
        e. parking facility - private off-street
        f. parking - public, off-street*
        ~~g. renting of rooms*~~
        h. sign
        i. swimming pool - private
        j. any use customarily incidental to the permitted principal use
        k. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. medical rehabilitation facility
        f. parking (accessory) - public, off-street

g. philanthropic use
h. public utility building
i. publicly owned building
j. religious institution
k. school - private
l. skilled nursing facility

* = Use Specific Standards in Section 5.02 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

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Clinton Baller, Mayor

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Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.09, R3 (SINGLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - one-family
        c. single-family cluster*
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. school - public
    3. Recreational Permitted Uses
        a. park
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home*
        b. garage - private
        c. greenhouse - private
        d. home occupation*
        e. parking facility - private off-street
        f. parking - public, off-street*
        ~~g. renting of rooms*~~
        h. sign
        i. swimming pool - private
        j. any use customarily incidental to the permitted principal use
        k. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. medical rehabilitation facility
        f. parking (accessory) - public, off-street

g. philanthropic use
h. public utility building
i. publicly owned building
j. religious institution
k. school - private
l. skilled nursing facility

* = Use Specific Standards in Section 5.02 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.11, R4 (TWO-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R3)
        b. dwelling - one-family (R3)
        c. dwelling - two-family
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office (R3)
        b. philanthropic use
        c. school – public (R3)
    3. Recreational Permitted Uses
        a. park (R3)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - private
        b. greenhouse - private
        c. home occupation*
        d. parking facility - private off-street
        e. parking - public, off-street*
        ~~f. renting of rooms*~~
        g. sign
        h. swimming pool - private
        i. any use customarily incidental to the permitted principal use
        j. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. parking (accessory) - public, off-street
        f. philanthropic use

g. public utility building
h. publicly owned building
i. religious institution
j. school - private
k. skilled nursing facility

* = Use Specific Standards in Section 5.03 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.13, R5 (MULTIPLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R4)
        b. dwelling - multiple-family
        c. dwelling - one-family (R4)
        d. dwelling - two-family (R4)
        e. rental unit*
    2. Institutional Permitted Uses
        a. government office (R4)
        b. philanthropic use (R4)
        c. school – public (R4)
    3. Recreational Permitted Uses
        a. park (R4)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - private
        b. greenhouse - private
        c. home occupation*
        d. parking facility - private off-street
        e. parking - public, off-street*
        ~~f. renting of rooms*~~
        g. sign
        h. swimming pool - private
        i. any use customarily incidental to the permitted principal use
        j. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living
        e. parking (accessory) - public, off-street

f. philanthropic use
g. public utility building
h. publicly owned building
i. religious institution
j. school - private
k. skilled nursing facility

* = Use Specific Standards in Section 5.03 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.15, R6 (MULTIPLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R5)
        b. dwelling - multiple-family (R5)
        c. dwelling - one-family (R5)
        d. dwelling - two-family (R5)
        e. rental unit*
    2. Institutional Permitted Uses
        a. government office (R5)
        b. philanthropic use (R5)
        c. school – public (R5)
    3. Recreational Permitted Uses
        a. park (R5)
        b. swimming pool – semiprivate (R5)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - private
        b. greenhouse - private
        c. home occupation*
        d. parking facility - private off-street
        e. parking - public, off-street*
        ~~f. renting of rooms*~~
        g. sign
        h. swimming pool - private
        i. any use customarily incidental to the permitted principal use
        j. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility
        d. independent senior living

e. parking (accessory) - public, off-street
f. philanthropic use
g. public utility building
h. publicly owned building
i. religious institution
j. school - private
k. skilled nursing facility
l. social club

* = Use Specific Standards in Section 5.04 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.17, R7 (MULTIPLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R6)
        b. dwelling - multiple-family (R6)
        ~~c. dwelling - multiple-family~~
        d. dwelling - one-family (R6)
        e. dwelling - two-family (R6)
        f. rental unit*
    2. Institutional Permitted Uses
        a. government office (R6)
        b. philanthropic use (R6)
        c. school – public (R6)
    3. Recreational Permitted Uses
        a. park (R6)
        b. swimming pool – semiprivate (R6)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - private
        b. greenhouse - private
        c. home occupation*
        d. parking facility - private off-street
        e. parking - public, off-street*
        ~~f. renting of rooms*~~
        g. sign
        h. swimming pool - private
        i. any use customarily incidental to the permitted principal use
        j. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. continued care retirement community
        c. independent hospice facility

d. independent senior living
e. parking (accessory) - public, off-street
f. philanthropic use
g. public utility building
h. publicly owned building
i. religious institution
j. school - private
k. skilled nursing facility
l. social club

* = Use Specific Standards in Section 5.05 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.19, R8 (ATTACHED SINGLE-FAMILY RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R3)
        b. dwelling - one-family (R3)
        c. dwelling - single-family attached
        d. rental unit*
    2. Institutional Permitted Uses
        a. government office (R3)
        b. school – public (R3)
    3. Recreational Permitted Uses
        a. park (R3)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - private
        b. greenhouse - private
        c. home occupation*
        d. parking facility - private off-street
        e. parking - public, off-street*
        ~~f. renting of rooms*~~
        g. sign
        h. swimming pool - private
        i. any use customarily incidental to the permitted principal use
        j. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. church
        c. continued care retirement community
        d. independent hospice facility
        e. independent senior living
        f. skilled nursing facility

* = Use Specific Standards in Section 5.03 Apply
( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.21, O1 (OFFICE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. The O1 (Office) District is established to accommodate a mix of residential, office and public uses which are compatible with nearby residential uses.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - multiple-family
        c. dwelling - one-family (R5)
        d. dwelling - two-family
        e. live/work unit
        f. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. philanthropic use
        c. school – public
    3. Recreational Permitted Uses
        a. park
        b. swimming pool – semiprivate
    4. Commercial Permitted Uses
        a. barber shop/beauty solon
        b. hair replacement establishment
        c. office
        d. veterinary clinic*
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. kennel*
        b. laboratory - medical/dental*
        c. loading facility - off-street*
        d. parking facility - off-street*
        e. pharmacy*
        f. outdoor cafe*
        g. residential amenities*
    2. Uses Requiring a Special Land Use Permit

a. assisted living
b. bistro (only permitted in the Triangle District) *
c. continued care retirement community
d. independent hospice facility
e. independent senior living
f. religious institution
g. skilled nursing facility

* = Use Specific Standards in Section 5.06 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.23, O2 (OFFICE/COMMERCIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. The O2 (Office/Commercial) District is established to accommodate a mix of residential, office, public and small scale commercial uses which are compatible with nearby residential uses.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home
        b. dwelling - multiple-family
        c. dwelling - one-family (R5)
        d. dwelling - two-family
        e. live/work unit
        f. rental unit*
    2. Institutional Permitted Uses
        a. government office
        b. philanthropic use
        c. school – public
    3. Recreational Permitted Uses
        a. park
        b. swimming pool – semiprivate
    4. Commercial Permitted Uses
        a. art gallery
        b. bakery
        c. bank without drive-through facility
        d. barber shop/beauty salon
        e. boutique
        f. clinic
        g. clothing store
        h. flower/gift shop
        i. hair replacement establishment
        j. interior design shop
        k. jewelry store
        l. leather and luggage goods shop
        m. office

n. photography studio
o. specialty food store
p. specialty home furnishing shop
q. tailor
r. tobacconist
s. veterinary clinic*

C. Other Use Regulations
    1. Accessory Permitted Uses
        a. kennel*
        b. laboratory - medical/dental*
        c. loading facility - off-street*
        d. parking facility - off-street*
        e. pharmacy*
        f. outdoor cafe*
        g. outdoor display*
        h. commercial or office uses which are customarily incidental to the permitted principal uses of the same lot
        i. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. assisted living
        b. bank with drive-through facility
        c. bistro (only permitted in the Triangle District) *
        d. continued care retirement community
        e. display of broadcast media devices (only permitted in conjunction with a gasoline service station)
        f. establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development (only permitted on those parcels within the Triangle District identified on Exhibit 1; Appendix C)
        g. food or drink establishment*
        h. independent hospice facility
        i. independent senior living
        j. skilled nursing facility

* = Use Specific Standards in Section 5.07 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.25, P (PARKING) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. adult foster care group home (R7)
        b. dwelling - multiple-family (R7)
        c. dwelling - one-family (R7)
        d. dwelling - two-family (R7)
        e. live/work unit
        f. rental unit (R7)*
    2. Institutional Permitted Uses
        a. government office (R7)
        b. parking facility – off-street*
        c. philanthropic use (R7)
        d. school – public (R7)
    3. Recreational Permitted Uses
        a. Park (R7)
        b. swimming pool – semiprivate (R7)
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. garage - community
        b. garage - private
        c. greenhouse - private
        d. home occupation*
        e. parking facility - private off-street
        f. parking - public, off-street*
        ~~g. renting of rooms*~~
        h. shelter building*
        i. sign
        j. swimming pool - private
        k. any use customarily incidental to the permitted principal use
        l. residential amenities*
    2. Uses Requiring a Special Land Use Permit

a. assisted living
b. bistro (only permitted in the Triangle District) *
c. community center
d. continued care retirement community
e. independent hospice facility
f. independent senior living
g. parking - off-street
h. publicly owned building
i. public utility building
j. recreational club
k. religious institution
l. school - private
m. skilled nursing facility
n. social club

* = Use Specific Standards in Section 5.08 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.29, B2 (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - multiple-family
        b. dwelling - one-family*
        c. dwelling - two-family*
        d. live/work unit
        e. rental unit*
    2. Institutional Permitted Uses
        a. community center
        b. garage - public
        c. government office
        d. government use
        e. loading facility - off-street
        f. parking facility - off-street
        g. religious institution
        h. school - private
        i. school - public
        j. social club
    3. Recreational Permitted Uses
        a. bowling alley
        b. outdoor amusement*
        c. recreational club
        d. swimming pool - public & semiprivate
    4. Commercial Permitted Uses
        a. bakery
        b. bank
        c. barber shop/beauty salon
        d. catering
        e. child care center
        f. clothing store
        g. delicatessen

h. department store
i. drugstore
j. dry cleaning
k. flower/gift shop
l. food or drink establishment*
m. furniture
n. greenhouse
o. grocery store
p. hardware store
q. hotel
r. jewelry store
s. motel
t. neighborhood convenience store
u. office
v. paint
w. party store
x. retail photocopying
y. school-business
z. shoe store/shoe repair
aa. showroom of electricians/plumbers
bb. tailor
cc. theater*

5. Other Permitted Uses
   a. utility substation

C. Other Use Regulations
1. Accessory Permitted Uses
   a. alcoholic beverage sales (off-premise consumption) *
   b. kennel*
   c. laboratory - medical/dental*
   d. loading facility - off-street
   e. outdoor cafe*
   f. outdoor display*
   g. outdoor storage*
   h. parking facility - off-street
   i. retail fur sales cold storage facility
   j. sign
   k. residential amenities*
2. Uses Requiring a Special Land Use Permit
   a. alcoholic beverage sales (on-premise consumption)
   b. assisted living
   c. auto laundry
   d. auto sales agency
   e. bistro (only permitted in the Triangle District or Rail District) *
   f. bus/train passenger station and waiting facility
   g. continued care retirement community
   h. display of broadcast media devices (only permitted in conjunction with a gasoline service station)
   i. drive-in facility

j. establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development (only permitted on those parcels identified on Exhibit 1; Appendix C)
k. funeral home
l. gasoline full service station*
m. gasoline service station
n. independent hospice facility
o. independent senior living
p. skilled nursing facility
q. trailer camp

3. Uses Requiring City Commission Approval
    a. regulated uses*

* = Use Specific Standards in Section 5.10 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.31, B2B (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. Residential Permitted Uses
        b. dwelling - multiple-family
        c. dwelling - one-family*
        d. dwelling - two-family*
        e. live/work unit
        f. rental unit*
    2. Institutional Permitted Uses
        a. community center
        b. garage - public
        c. government office
        d. government use
        e. loading facility - off-street
        f. parking facility - off-street
        g. religious institution
        h. school - private
        i. school - public
        j. social club
    3. Recreational Permitted Uses
        a. bowling alley
        b. outdoor amusement*
        c. recreational club
        d. swimming pool - public & semiprivate
    4. Commercial Permitted Uses
        a. auto sales agency
        b. bakery
        c. bank
        d. barber shop/beauty salon
        e. catering
        f. child care center

g. clothing store
h. delicatessen
i. drugstore
j. dry cleaning
k. flower/gift shop
l. food or drink establishment*
m. furniture
n. greenhouse
o. grocery store
p. hardware store
q. hotel
r. jewelry store
s. motel
t. neighborhood convenience store
u. office
v. paint
w. party store
x. retail photocopying
y. school-business
z. shoe store/shoe repair
aa. showroom of electricians/plumbers
bb. tailor
cc. theater*

5. Other Permitted Uses
    a. utility substation

C. Other Use Regulations
1. Accessory Permitted Uses
    a. alcoholic beverage sales (off-premise consumption) *
    b. kennel*
    c. laboratory - medical/dental*
    d. loading facility - off-street
    e. outdoor cafe*
    f. outdoor display*
    g. outdoor storage*
    h. parking facility - off-street
    i. retail fur sales cold storage facility
    j. sign
    k. residential amenities*
2. Uses Requiring a Special Land Use Permit
    a. alcoholic beverage sales (on-premise consumption)
    b. assisted living
    c. auto laundry
    d. bistro (only permitted in the Triangle District or Rail District) *
    e. bus/train passenger station and waiting facility
    f. continued care retirement community
    g. display of broadcast media devices (only permitted in conjunction with a gasoline service station)
    h. drive-in facility

i. establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development (only permitted on those parcels identified on Exhibit 1; Appendix C)
j. funeral home
k. gasoline full service station*
l. gasoline service station
m. independent hospice facility
n. independent senior living
o. skilled nursing facility
p. trailer camp

3. Uses Requiring City Commission Approval
    a. regulated uses*

* = Use Specific Standards in Section 5.10 Apply

( ) = Subject to Regulations of the Specified District

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.33, B2C (GENERAL BUSINESS) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - multiple-family
        b. dwelling - one-family*
        c. dwelling - two-family*
        d. live/work unit
        e. rental unit*
    2. Institutional Permitted Uses
        a. community center
        b. garage - public
        c. government office
        d. government use
        e. loading facility - off-street
        f. parking facility - off-street
        g. religious institution
        h. school - private
        i. school - public
        j. social club
    3. Recreational Permitted Uses
        a. bowling alley
        b. outdoor amusement*
        c. recreational club
        d. swimming pool - public & semiprivate
    4. Commercial Permitted Uses
        a. auto sales agency
        b. bakery
        c. bank
        d. barber shop/beauty salon
        e. catering
        f. child care center
        g. clothing store

h. delicatessen
i. drugstore
j. dry cleaning
k. flower/gift shop
l. food or drink establishment*
m. furniture
n. greenhouse
o. grocery store
p. hardware store
q. hotel
r. jewelry store
s. motel
t. neighborhood convenience store
u. office
v. paint
w. party store
x. retail photocopying
y. school-business
z. shoe store/shoe repair
aa. showroom of electricians/plumbers
bb. tailor
cc. theater*

5. Other Permitted Uses
    a. utility substation

C. Other Use Regulations
1. Accessory Permitted Uses
    a. alcoholic beverage sales (off-premise consumption) *
    b. kennel*
    c. laboratory - medical/dental*
    d. loading facility - off-street
    e. outdoor cafe*
    f. outdoor display*
    g. outdoor storage*
    h. parking facility - off-street
    i. sign
    j. residential amenities*
2. Uses Requiring a Special Land Use Permit
    a. alcoholic beverage sales (on-premise consumption)
    b. auto laundry
    c. bus/train passenger station and waiting facility
    d. drive-in facility
    e. funeral home
    f. gasoline full service station*
    g. gasoline service station
    h. trailer camp
3. Uses Requiring City Commission Approval
    a. regulated uses*

* = Use Specific Standards in Section 5.10 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.35, B3 (OFFICE-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - multiple-family
        b. dwelling - multiple-family combined with commercial uses in the same building complex
        c. live/work unit
        d. rental unit*
    2. Institutional Permitted Uses
        a. Bus/train passenger waiting facility
    3. Commercial Permitted Uses
        a. art gallery
        b. auto show room
        c. bank
        d. barber shop/beauty salon
        e. clothing store
        f. coffee shop
        g. delicatessen
        h. department store
        i. drugstore
        j. dry cleaning*
        k. flower/gift shop
        l. health club/studio
        m. hotel
        n. jewelry store
        o. laundry*
        p. office
        q. retail photocopying
        r. restaurant*
        s. school - business
        t. shoe store/shoe repair
    4. Other Permitted Uses

a. utility substation

C. Other Use Regulations
    1. Accessory Permitted Uses
        a. laboratory - medical/dental*
        b. loading facility - off-street
        c. outdoor cafe*
        d. outdoor display*
        e. outdoor storage*
        f. parking facility - off-street
        g. parking structure
        h. shelter building*
        i. sign
        j. swimming pool – public
        k. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. alcoholic beverage sales (on-premise consumption)
        b. assisted living
        c. continued care retirement community
        d. independent hospice facility
        e. independent senior living
        f. skilled nursing facility

* = Use Specific Standards in Section 5.11 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.37, B4 (BUSINESS-RESIDENTIAL) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. A district intent is not available for this zoning district.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - multiple-family
        b. dwelling - one-family*
        c. dwelling - two-family*
        d. live/work unit
        e. rental unit*
    2. Institutional Permitted Uses
        a. community center
        b. garage - public
        c. government office
        d. government use
        e. loading facility - off-street
        f. parking facility - off-street
        g. religious institution
        h. school - private
        i. school - public
        j. social club
    3. Recreational Permitted Uses
        a. bowling alley
        b. outdoor amusement*
        c. recreational club
        d. swimming pool - public & semiprivate
    4. Commercial Permitted Uses
        a. auto sales agency
        b. bakery
        c. bank
        d. barber shop/beauty salon
        e. catering
        f. child care center
        g. clothing store

h. delicatessen
i. department store
j. drugstore
k. dry cleaning
l. flower/gift shop
m. food or drink establishment*
n. furniture
o. greenhouse
p. grocery store
q. hardware store
r. hotel
s. jewelry store
t. motel
u. neighborhood convenience store
v. office
w. paint
x. party store
y. retail photocopying
z. school-business
aa. shoe store/shoe repair
bb. showroom of electricians/plumbers
cc. tailor
dd. theater*

5. Other Permitted Uses
    a. utility substation

C. Other Use Regulations
1. Accessory Permitted Uses
    a. alcoholic beverage sales (off-premise consumption) *
    b. laboratory - medical/dental*
    c. loading facility - off-street
    d. outdoor cafe*
    e. outdoor display*
    f. parking facility - off-street
    g. retail fur sales cold storage facility
    h. sign
    i. residential amenities*
2. Uses Requiring a Special Land Use Permit
    a. alcoholic beverage sales (on-premise consumption)
    b. assisted living
    c. continued care retirement community
    d. establishments operated with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 5, Licenses for Theaters and Hotels
    e. independent hospice facility
    f. independent senior living
    g. skilled nursing facility
3. Uses Requiring City Commission Approval
    a. regulated uses*

* = Use Specific Standards in Section 5.12 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.39, MX (MIXED USE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. The MX (Mixed Use) District is established to:
        a. Encourage and direct development within the boundaries of the Eton Road Mixed Use District and implement the Eton Road Corridor Plan.
        b. Encourage residential and nonresidential uses that are compatible in scale with adjacent residential neighborhoods.
        c. Encourage the retention, improvement, and expansion of existing uses that help define the Eton Road Corridor.
        d. Allow mixed use developments including residential uses within the Eton Road Corridor.
        e. Minimize the adverse effects of nonresidential traffic on the adjacent residential neighborhood.
B. Permitted Uses
    1. Residential Permitted Uses
        a. family day care home*
        b. group day care home*
        c. live/work unit
        d. rental unit*
        e. residential use combined with permitted nonresidential use in the same building complex
    2. Institutional Permitted Uses
        a. bus/train passenger station
        b. government office
        c. government use
        d. publicly owned building
    3. Recreational Permitted Uses
        a. indoor/outdoor recreational facility
        b. park
        c. swimming pool - public, semipublic
    4. Commercial Permitted Uses
        a. animal medical hospital
        b. art gallery
        c. artisan use

d. auto rental agency*
e. automobile repair and conversion
f. bakery
g. barber shop/beauty salon
h. boutique
i. catering
j. child care center
k. clothing store
l. drugstore
m. dry cleaning
n. flower/gift shop
o. food or drink establishment*
p. furniture
q. greenhouse
r. grocery store
s. hardware store
t. health club/studio
u. interior design shop
v. jewelry store
w. kennel*
x. laboratory
y. leather and luggage goods shop
z. neighborhood convenience store
aa. office
bb. pet grooming facility
cc. photography studio
dd. shoe store/shoe repair
ee. specialty food store
ff. specialty home furnishing shop
gg. tailor
hh. tobacconist
ii. veterinary clinic

5. Industrial Permitted Uses
    a. light industrial uses
    b. warehousing
6. Other Permitted Uses
    a. gas regulatory station
    b. telephone exchange building
    c. utility substation

C. Other Use Regulations
1. Accessory Permitted Uses
    a. Alcoholic beverage sales*
    b. Dwelling - accessory*
    c. Garage - private
    d. Greenhouse - private
    e. Home occupation
    f. Loading facility - off-street*
    g. Outdoor cafe*

h. Outdoor sales or display of goods*
i. Parking facility - off-street*
j. Parking Structure*
~~k. Renting of Rooms*~~
l. Sign
m. Swimming Pool – private
n. residential amenities*

2. Uses Requiring a Special Land Use Permit
    a. alcoholic beverage sales (on-premise consumption)
    b. bistros operating with a liquor license granted under the authority of Chapter 10, Alcoholic Liquors, Division 4 - Bistro Licenses
    c. church
    d. college
    e. dwelling - first floor with frontage on Eton Road
    f. establishments operating with a liquor license obtained under Chapter 10, Alcoholic Liquors, Article II, Division 3, Licenses for Economic Development identified in Appendix C, Exhibit 1
    g. outdoor storage*
    h. parking structure (not accessory to principal use)
    i. religious institution
    j. school - private
    k. school - public
    l. residential use combined with a permitted nonresidential use with frontage on Eton Road
    m. any permitted principal use with a total floor area greater than 6,000 sq. ft.
3. Uses Requiring City Commission Approval
    a. assisted living
    b. continued care retirement community
    c. independent hospice facility
    d. independent senior living
    e. regulated uses*
    f. skilled nursing facility

* = Use Specific Standards in Section 5.13 Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.41, TZ1 (TRANSITION ZONE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. The TZ1 (Transition Zone) District is established to:
        a. Provide for a reasonable and orderly transition from, and buffer between commercial uses and predominantly single family residential areas or for property which either has direct access to a major traffic road or is located between major traffic roads and predominantly single-family residential areas.
        b. Develop a fully integrated, mixed-use, pedestrian-oriented environment between residential and commercial districts by providing for graduated uses from the less intense residential areas to the more intense commercial areas.
        c. Plan for future growth of transitional uses which will protect and preserve the integrity and land values of residential areas.
        d. Regulate building height and mass to achieve appropriate scale along streetscapes to ensure proper transition to nearby residential neighborhoods.
        e. Regulate building and site design to ensure compatibility with adjacent residential neighborhoods.
        f. Encourage right-of-way design that calms traffic and creates a distinction between less intense residential areas and more intense commercial areas.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - attached single family
        b. dwelling - multiple-family
        c. dwelling - one-family (R3)
        d. rental unit*
C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home
        b. home occupation*
        c. parking facility - private off-street
        d. parking - off-street

e. residential amenities*

2. Uses Requiring a Special Land Use Permit
    a. assisted living
    b. independent hospice facility
    c. independent senior living
    d. skilled nursing facility

* = Use Specific Standards in Section ~~5.13~~ **5.14** Apply

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.43, TZ2 (TRANSITION ZONE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. Provide for a reasonable and orderly transition from, and buffer between commercial uses and predominantly single-family residential areas or for property which either has direct access to a major traffic road or is located between major traffic roads and predominantly single-family residential areas.
    2. Develop a fully integrated, mixed-use, pedestrian-oriented environment between residential and commercial districts by providing for graduated uses from the less intense residential areas to the more intense commercial areas.
    3. Plan for future growth of transitional uses which will protect and preserve the integrity and land values of residential areas.
    4. Regulate building height and mass to achieve appropriate scale along streetscapes to ensure proper transition to nearby residential neighborhoods.
    5. Regulate building and site design to ensure compatibility with adjacent residential neighborhoods.
    6. Encourage right-of-way design that calms traffic and creates a distinction between less intense residential areas and more intense commercial areas.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling – attached single family
        b. dwelling – single family (R3)
        c. dwelling – multi-family
        d. rental unit*
    2. Commercial Permitted Uses
        a. art gallery
        b. artisan use
        c. barber/beauty salon
        d. bookstore
        e. boutique
        f. drugstore
        g. gift shop/flower shop
        h. hardware
        i. jewelry store
        j. neighborhood convenience store

k. office
l. tailor

C. Other Use Regulations
    1. Accessory Permitted Uses
        a. family day care home
        b. home occupation*
        c. parking – off-street
        d. residential amenities*
    2. Uses Requiring a Special Land Use Permit
        a. any permitted commercial use with interior floor area over 3,000 sq. ft. per tenant
        b. assisted living
        c. bakery
        d. bank/credit union with drive-thru
        e. coffee shop
        f. essential services
        g. food and drink establishment
        h. government office/use
        i. grocery store
        j. health club/studio
        k. independent hospice facility
        l. independent senior living
        m. religious institution
        n. school – private and public
        o. skilled nursing facility
        p. specialty food shop

*** = Use Specific Standards in Section 5.15 Apply**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 2, SECTION 2.43, TZ2 (TRANSITION ZONE) DISTRICT INTENT, PERMITTED USES, AND SPECIAL USES, TO ADD A RENTAL UNIT LAND USE TO THE RESIDENTIAL PERMITTED USES AND RESIDENTIAL AMENITIES TO THE ACCESSORY PERMITTED USES.

A. District Intent
    1. The TZ3 (Transition Zone) District is established to:
        a. Provide for a reasonable and orderly transition from, and buffer between commercial uses and predominantly single family residential areas or for property which either has direct access to a major traffic road or is located between major traffic roads and predominantly single-family residential areas.
        b. Develop a fully integrated, mixed-use, pedestrian-oriented environment between residential and commercial districts by providing for graduated uses from the less intense residential areas to the more intense commercial areas.
        c. Plan for future growth of transitional uses which will protect and preserve the integrity and land values of residential areas.
        d. Regulate building height and mass to achieve appropriate scale along streetscapes to ensure proper transition to nearby residential neighborhoods.
        e. Regulate building and site design to ensure compatibility with adjacent residential neighborhoods.
        f. Encourage right-of-way design that calms traffic and creates a distinction between less intense residential areas and more intense commercial areas.
B. Permitted Uses
    1. Residential Permitted Uses
        a. dwelling - attached single family
        b. dwelling - multiple-family
        c. dwelling - one-family (R3)
        d. rental unit*
    2. Commercial Permitted Uses
        a. art gallery
        b. artisan use
        c. barber shop/beauty salon
        d. bookstore
        e. boutique

f. drugstore
g. gift shop/flower shop
h. hardware store
i. health club/studio
j. jewelry store
k. neighborhood convenience store
l. office
m. tailor

C. Other Use Regulations
1. Accessory Permitted Uses
a. family day care home
b. home occupation
c. parking – off-street
d. residential amenities*
2. Uses Requiring a Special Land Use Permit
a. any permitted commercial use with interior floor area over 4,000 sq. ft. per tenant
b. assisted living
c. bakery
d. bank/credit union with drive-thru
e. coffee shop
f. delicatessen
g. dry cleaning
h. essential services
i. food or drink establishment
j. government office
k. government use
l. grocery store
m. independent hospice facility
n. independent senior living
o. parking structure
p. religious institution
q. school - private
r. school - public
s. skilled nursing facility
t. specialty food store
u. veterinary clinic

*** = Use Specific Standards in Section 5.15 Apply**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 3, SECTION 3.07, PERMITTED USES AND SPECIAL USES, TO ADD "RENTAL UNIT" AND "RESIDENTIAL AMENITIES" LAND USE CATEGORIES TO THE RESIDENTIAL PERMITTED USES IN THE TRIANGLE OVERLAY DISTRICT LAND USE MATRIX.

Use and development of land and buildings shall only be for the following specified uses, unless otherwise provided for in the Triangle Overlay District.

Triangle Overlay District Land Use Matrix				
Land Use	**Zones on Regulating Plan**			
	ASF3	**MU3**	**MU5**	**MU7**
Residential				
Single-family attached	P	P	P	-
Dwelling – multiple family	-	P	P	P
Live/work unit	P	P	P	-
Dwellings above the first floor in commercial buildings	-	P	P	P
Rental unit*	**P**	**P**	**P**	**P**
Residential amenities*	**A**	**A**	**A**	**A**
P = Permitted Use A = Accessory Use S = Special Land Use Permit R = Regulated Use * = Use Specific Standards **of Each Underlying Zoning District** Apply - = Not Permitted				

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 4, SECTION 4.46, PK-02 OFF-STREET PARKING SPACES REQUIRED, TABLE A, TO ADD REQUIRED OFF-STREET PARKING FOR RENTAL UNIT LAND USE CATEGORY.

This Parking Standards section applies to the following districts:



The following parking standards apply:

A. Off-street parking spaces are required based on land use or land uses for the site. The number of spaces required per land use is detailed in Table A.
B. Every building intended for residential occupancy shall provide on the same lot with such building, off-street parking facilities based upon the number of habitable rooms per dwelling unit as detailed in Table A.

Table A: Required Off-Street Parking Spaces	
Land Use	**Number of Off-Street Parking Spaces Required**
Residential Uses in PP, R1A, R1, R2, R3, R4, R5, R6, R7, O1, O2, P and B1	
residential occupancy - 2 or less room unit	1.5 spaces per unit
residential occupancy - 3 or more room unit	2 spaces per unit
special purpose housing	0.5 spaces per unit
rental unit	**2 parking spaces for the first bedroom and 1 parking space for each additional bedroom. In no case shall fewer than 2 parking spaces be required**
Residential Uses in R1, R2, R3, R4, R5, R6, R7, R8 O1, O2, P, B2, B2B, B3, B4 and MX	
assisted living*	0.25 spaces per bed plus 1 space per employee (on maximum shift)

skilled nursing facility*	0.25 spaces per bed plus 1 space per employee (on maximum shift)
continuing care retirement community*	0.25 spaces per bed plus 1 space per employee (on maximum shift)
independent hospice facility*	0.25 spaces per bed plus 1 space per employee (on maximum shift)
independent senior living*	0.50 spaces per unit
rental unit	**2 parking spaces for the first bedroom and 1 parking space for each additional bedroom. In no case shall fewer than 2 parking spaces be required**
Residential Uses in R8	
residential occupancy	2 spaces per unit
rental unit	**2 parking spaces for the first bedroom and 1 parking space for each additional bedroom. In no case shall fewer than 2 parking spaces be required**
Residential Uses in B2, B2B, B3 and MX	
residential occupancy - 2 or less room unit	1 spaces per unit
residential occupancy - 3 or more room unit	1.25 spaces per unit
rental unit	**2 parking spaces for the first bedroom and 1 parking space for each additional bedroom. In no case shall fewer than 2 parking spaces be required**
Residential Uses in B4	
residential occupancy - 2 or less room unit	1.25 spaces per unit
residential occupancy - 3 or more room unit	1.5 spaces per unit
rental unit	**2 parking spaces for the first bedroom and 1 parking space for each additional bedroom. In no case shall fewer than 2 parking spaces be required**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.02, R1A DISTRICT, R1 DISTRICT, R2 DISTRICT, R3 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following districts, except where noted otherwise:



The following use specific standards apply:

(Subsections A through C unchanged)

~~D. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

E. *(Subsection E unchanged)*

F. <u>Rental unit</u>: All rental units are subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**

a. Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.

b. False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.

c. Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.

G. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. Residential amenities may not be advertised, listed or rented separately from a dwelling unit.

2. Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.03, R4 DISTRICT, R5 DISTRICT, R8 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following districts:



The following use specific standards apply:

(Subsections A through B unchanged)

~~C. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

D. Rooftop Use Standards:

a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:

i. They are set back at least 5 feet from the eave line.

ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.

iii. They do not have full enclosures.

iv. They do not include eisenglass or similar enclosure materials.

v. Rooftop structures and amenities may not contain habitable space.

E. Rental unit: A rental unit is subject to the following provisions:

a. All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.

b. No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.

c. Successive Short Stays Prohibited:

i. No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less

than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.

d. Advertising and Platform Listings:

i. Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.

ii. False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.

iii. Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.

F. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

a. Residential amenities may not be advertised, listed or rented separately from a dwelling unit.

b. Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.04, R6 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through B unchanged)

~~C. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

C. Rooftop Use Standards:

a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:

i. They are set back at least 5 feet from the eave line.

ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.

iii. They do not have full enclosures.

iv. They do not include eisenglass or similar enclosure materials.

v. Rooftop structures and amenities may not contain habitable space.

D. Rental unit: A rental unit is subject to the following provisions:

a. All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.

b. No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.

c. Successive Short Stays Prohibited:

i. No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less

than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.

d. Advertising and Platform Listings:

i. Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.

ii. False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.

iii. Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.

E. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

a. Residential amenities may not be advertised, listed or rented separately from a dwelling unit.

b. Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

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Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.05, R7 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through E unchanged)

~~C. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

C. Rooftop Use Standards:

1. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:
    i. They are set back at least 5 feet from the eave line.
    ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.
    iii. They do not have full enclosures.
    iv. They do not include eisenglass or similar enclosure materials.
    v. Rooftop structures and amenities may not contain habitable space.

D. Special-purpose housing: The following regulations shall apply to all special-purpose housing developments. In the event of a conflict between the following regulations and those of the R7 district, the regulations set forth below shall apply:

1. *Minimum lot area*. A minimum of 60,000 square feet of total land area.
2. *Maximum number of units*. A maximum of 160 dwelling units.
3. *Required minimum lot area in square feet per dwelling unit*.
    i. Efficiency and one-bedroom dwelling unit: 400 square feet.
    ii. Two-bedroom dwelling unit: 625 square feet.
4. *Required minimum usable floor area in square feet per dwelling unit*.
    i. Efficiency and one-bedroom dwelling unit: 500 square feet.
    ii. Two-bedroom dwelling unit: 700 square feet.

5. *Maximum building heights*. 50 feet or 5 stories (see Section 4.17 for accessory buildings and Section 4.16(C) for exceptions to height limitations).
6. *Setbacks*:
    i. Front. Minimum of 15 feet or half of the building height, whichever is greater.
    ii. Side. Each side setback shall be 12 feet or half of the building height, whichever is greater, subject to the limitations set forth in Article 4 for accessory buildings.
7. *Open space*. A minimum of 50% of the total land area shall be maintained as landscaped open space.
8. *Site plan review*. Every special purpose housing project shall receive Site Plan and Design Review from the appropriate reviewing body as provided for in Article 7.

E. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    i. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    i. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    ii. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    iii. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

F. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**

2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.06, O1 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through H unchanged)

I. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**

c. Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.

J. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. Residential amenities may not be advertised, listed or rented separately from a dwelling unit.

2. Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

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Clinton Baller, Mayor

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Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.07, O2 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

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This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through I unchanged)

J. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**

c. Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.

K. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.08, P DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

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This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through G unchanged)

~~E. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

E. Rooftop Use Standards:

a. Rooftop amenities such as pergolas, trellises and other similar items are permitted on a rooftop, provided:

i. They are set back at least 5 feet from the eave line.

ii. They are of sufficient weight or anchored to the building to resist anticipated wind loads.

iii. They do not have full enclosures.

iv. They do not include eisenglass or similar enclosure materials.

v. Rooftop structures and amenities may not contain habitable space.

F. Shelter Building: A shelter building is permitted for attendant or attendants provided such building is no larger than 50 square feet in area and no higher than 8 feet.

H. Rental unit: A rental unit is subject to the following provisions:

1. All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.

2. No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.

3. Successive Short Stays Prohibited:

a. No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less

than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.

4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

I. **<u>Residential Amenities</u>: All residential amenities are subject to the following provisions:**
    1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
    2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.09, B1 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through H unchanged)

I. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

J. **<u>Residential Amenities</u>: All residential amenities are subject to the following provisions:**
    1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
    2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.10, B2 DISTRICT, B2B DISTRICT, B2C DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following districts:



The following use specific standards apply:

(Subsections A through L unchanged)

M. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

N. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.11, B3 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through G unchanged)

J. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

K. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.12, B4 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through K unchanged)

L. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

M. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.13, MX DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through M unchanged)

~~M. Renting of Rooms: The renting of rooms is permitted to not more than 2 roomers or boarders per dwelling unit.~~

M. Rental unit: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

N. Residential Amenities: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.14, TZ1 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through B unchanged)

C. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

D. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 5, SECTION 5.15, TZ2 DISTRICT AND TZ3 DISTRICT, TO ADD USE SPECIFIC STANDARDS FOR RENTAL UNIT LAND USE CATEGORY.

This Use Specific Standards section applies to the following district:



The following use specific standards apply:

(Subsections A through B unchanged)

C. <u>Rental unit</u>: A rental unit is subject to the following provisions:

1. **All operators of rental units must be licensed and are subject to the requirements of the Birmingham Code of Ordinances.**
2. **No rental unit shall be advertised, listed or rented for a period of less than 30 consecutive days.**
3. **Successive Short Stays Prohibited:**
    a. **No dwelling unit shall be used, offered, or operated in a manner that circumvents the regulations of this ordinance through successive or consecutive short stays. It shall be unlawful for any person to rent, lease, license, or otherwise permit occupancy of a dwelling unit to multiple unrelated occupants for periods of less than the minimum thresholds as defined in Article 9 of this ordinance. The use of multiple back-to-back agreements or reservations to circumvent the minimum stay requirement is expressly prohibited.**
4. **Advertising and Platform Listings:**
    a. **Compliance Required. No person shall advertise, market, promote, or offer a dwelling unit for rent in a manner that is inconsistent with the requirements of this Ordinance.**
    b. **False or Misleading Advertising. It shall be unlawful to advertise or represent a dwelling unit as being available for a rental duration or use that is prohibited by this Ordinance.**
    c. **Permit Identification. Every advertisement or listing for a rental unit shall display the valid license number assigned by the City in a clearly visible location within the listing.**

D. <u>Residential Amenities</u>: All residential amenities are subject to the following provisions:

1. **Residential amenities may not be advertised, listed or rented separately from a dwelling unit.**
2. **Residential amenities shall comply with all applicable requirements of this Ordinance and other applicable provisions of the City Code.**

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF BIRMINGHAM:

ARTICLE 9, SECTION 9.02, DEFINITIONS, TO ADD DEFINITION FOR RENTAL UNIT, SHORT-TERM RENTAL, MEDIUM-TERM RENTAL, LONG-TERM RENTAL, OWNER-OCCUPIED RENTAL, HOSTED RENTAL, AND RESIDENTIAL AMENITIES.

Hosted Rental: The rental of a dwelling unit, or any portion thereof, for compensation where the property owner remains physically present and resides on the premises throughout the duration of the guest's occupancy.

Long-Term Rental: The rental of a dwelling unit, or any portion thereof, for compensation with the purpose of providing residential occupancy for a period of 180 consecutive days or more.

Medium-Term Rental: The rental of a dwelling unit, or any portion thereof, for compensation with the purpose of providing residential occupancy for a period of not less than 30 consecutive days and not more than 179 consecutive days.

Owner-Occupied Rental: The rental of a dwelling unit, or any portion thereof, for compensation where the dwelling unit constitutes the property owner's primary residence, which is the dwelling unit where a person resides for more than 185 days out of any calendar year, and which is documented by voter registration, a driver's license, or a state-issued identification card showing that address.

Rental Unit: A dwelling unit, or any portion thereof, that is offered, leased, licensed, or otherwise made available for residential occupancy by one or more persons in exchange for compensation, regardless of the duration of occupancy.

Residential Amenities: Accessory features, facilities, structures, areas, and services that are intended primarily for the use, enjoyment, convenience, or benefit of the owner and are subordinate to the residential use. Residential amenities may include, but are not limited to, fitness facilities, swimming pools, playgrounds, sports courts, gardens, kitchens, off-street parking, and similar features.

Short-Term Rental: The rental of a dwelling unit, or any portion thereof, for compensation with the purpose of providing transient lodging for a period of less than 30 consecutive days.

ORDAINED this _____ day of _____, 2026 to become effective 7 days after publication.

_____
Clinton Baller, Mayor

_____
Alex Bingham, City Clerk

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 22 – COMMUNITY DEVELOPMENT REGULATIONS, ARTICLE VI. – PROPERTY MAINTENANCE CODE, TO MODIFY DIVISION 4. – LICENSE FOR RENTED, LEASED PREMISES.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 22 – Community Development Regulations, Article VI. – Property Maintenance Code, To Modify Division 4. – License for Rented, Leased Premises.

Sec. 22-331. - Required.

No person shall rent or lease or offer to rent or lease a dwelling **unit or portion thereof** ~~or a room in a roominghouse~~ until either a temporary or annual license for such rental or leasing has been issued by the building official for the premises being rented or leased or being offered for rent or lease.

Sec. 22-332. - Application.

Application for a license required by this division shall be made to the building official on such forms as may be prescribed therefor.

Sec. 22-333. - Fee.

a) An application for a license shall be accompanied by such fee as set forth in the schedule of fees, charges, bonds and insurance.
b) There shall be no registration fee charged under this division for the calendar year in which a dwelling unit is constructed and a certificate of occupancy issued by the building department. Thereafter, all applicable fees under this article shall be due and payable.

Sec. 22-334. - Temporary license.

After application for a license under this division, but prior to the time of issuance of the annual license, the building official may, at his discretion, issue without inspection of the premises, a temporary license until such time as a building official has inspected and determined whether or not the dwelling unit or room is in violation of any provision of this Code.

Sec. 22-335. - Denial.

The building official shall not issue an annual license for any dwelling unit or ~~room~~ **portion thereof** which is in violation of any provision of this article or where the proposed use of the building within which the dwelling unit **or portion thereof** is located is in violation of any provision of this Code.

Sec. 22-336. - Issuance, expiration.

Temporary or annual licenses for leasing or renting of premises located within the city shall be issued by the building official. Each license issued by the building official, whether temporary or annual, shall terminate as of April 15 next following its issuance.

Sec. 22-337. - Revocation.

The building official may revoke any license issued under this division, whether temporary or annual, prior to its expiration upon a determination that the licensed premises does not comply with all the provisions of this article or with all the provisions of this Code.

Sec. 22-338. - Appeals.

Any person who has applied for a license and feels aggrieved by any decision of the building official may appeal such decision to the housing board of appeals.

Sec. 22-339. - Maximum occupancy.

No annual license for the renting or leasing of a dwelling **unit or portion thereof** ~~or a room in a roominghouse~~ shall be issued unless the following occupancy requirements are met in full:

1) The property owner shall be the responsible party for all violations relating to the maximum number of occupants at a rental property;
2) At the time of application or renewal of a rental license, a maximum number of occupants for a rental property shall be established by the building official, or his designee. The maximum number of occupants established for a rental property shall be stated on the rental license;
3) The maximum number of occupants for which a rental property may be licensed shall be based upon the size and number of bedrooms as defined by the International Property Maintenance Code, as amended from time to time;
    a. The minimum area for a one-occupant bedroom shall be 70 square feet;
    b. The minimum area for bedrooms other than a one-occupant bedroom shall be 50 square feet per occupant;
4) A rental property shall comply with the, provisions regarding overcrowding as set forth in the International Property Maintenance Code, as amended from time to time;
5) The property owner shall provide to any prospective renter or lessee written notice of the maximum number of occupants, as established by the building official, for the dwelling **unit or portion thereof** ~~or room in a roominghouse~~ being offered for rent or lease. A copy of said notice shall be furnished to the building official or his designee upon written or verbal request;
6) Following the issuance of a notice and order of violation as described in section 22-343, if all violations are not corrected within the allotted time the building official may, at his discretion, issue a code violation ticket and/or revoke the rental license.

~~**Sec. 22-340. - On-site parking.**~~

~~No annual license for the renting or leasing of a dwelling or a room in a roominghouse shall be issued unless the following on-site parking requirements are met in full:~~

~~1) The property owner shall be the responsible party for all violations relating to the required number of on-site parking spaces at a rental property;~~
~~2) A parking space shall meet the following criteria in order to satisfy the requirements of this section:~~
~~a. Have a minimum length of 20 feet;~~
~~b. Have a minimum width of either the width of the existing driveway or nine feet, whichever is less;~~
~~3) Minimum parking requirements:~~
~~a. For single-family or two-family residential properties, a rental property owner shall provide, at minimum, on-site parking spaces equal to two parking spaces for the first bedroom and one parking space for each additional bedroom.~~
~~1. In no case shall fewer than two on-site parking spaces be required;~~
~~2. For the purposes of this section, an on-site parking space shall be defined as being located within the legal boundaries of the property for which a rental license is being sought and located in either a driveway or a garage that has unobstructed access to the driveway, the required parking space(s) shall not be otherwise obstructed by materials, debris, or use in a manner which prohibits its intended use for parking;~~
~~3. Provided that on-street parking is permitted, a maximum of one on-street parking space may be applied toward satisfying the minimum on-site parking requirements, all other required parking spaces shall be provided off-street;~~
~~b. For all other properties permitting residential uses, the provisions of chapter 126 shall apply;~~
~~4) The final determination regarding the location and minimum number of required on-site parking spaces shall be made by the building official or his designee, at the time of application or renewal of a rental license;~~
~~5) Following the issuance of a notice and order of violation as described in section 22-343, if all violations are not corrected within the allotted time the building official may, at his discretion, issue a code violation ticket and/or revoke the rental license.~~

Sec. 22-340. – Reserved.

Sec. 22-341. - Inspections.

a) The building official, or such persons as the building official may designate, shall make an inspection of the premises, either licensed under this division or for which a license has been applied for, at such times as he may deem desirable but not less often than every two years, or as described in section 22-342.

b) By filing an application for a license under this division, an applicant shall be deemed to have consented to such inspections and, upon seven days' written notice, the building official may enter upon and inspect the premises at all reasonable times.

Sec. 22-342. - Maintenance of rental property.

a) The property owner shall be the responsible party for all violations relating to the maintenance of a rental property;
b) The property shall be maintained in a manner consistent with the criteria set forth in the International Property Maintenance Code, as amended from time to time;
c) At the discretion of the building official, a property with greater than ten violations of either this Code or the International Property Maintenance Code, as amended from time to time, during the 12-month period for which a rental license is effective may be inspected on annual basis for a period of three years, beginning with the subsequent year, as described in section 22-341;
d) Following the issuance of a notice and order of violation as described in section 22-343, if all violations are not corrected within the allotted time the building official may, at his discretion, issue a code violation ticket and/or revoke the rental license;
e) Nothing in this section shall prohibit the building official from declaring a property unsafe or unfit for human occupancy in accordance with the provisions set forth in the International Property Maintenance Code, as amended from time to time, and proceeding with the procedures set forth for condemnation.

Sec. 22-343. - Notice and order of violations.

Any rented or leased premises found by the building official to be in violation of any section of this article and/or the International Property Maintenance Code, as amended for time to time, shall have a notice and order of violation sent to both the property owner and tenant of the property in accordance with the International Property Maintenance Code, as amended from time to time.

Sec. 22-344. - Violations.

Violations must be corrected in accordance with the provisions of the International Property Maintenance Code, as amended from time to time. In addition to the sanctions provided for in the International Property Maintenance Code, as amended from time to time, the building official may, at his discretion, issue a code violation ticket and/or revoke the rental license if violations are not corrected within the allotted time.

Sec. 22-345. - Removal of placard of notice of necessary repair.

No person shall remove, obscure or deface a placard from any structure which has been placarded as requiring necessary repairs under this division except by authority in writing from the building official.

Secs. 22-346—22-355. - Reserved.

Ordained this _____ day of _____, 2026. Effective upon publication.

_____
Clinton Baller, Mayor

_____
Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2026 and that a summary was published _____, 2026.

_____
Alexandria D. Bingham, City Clerk

MEMORANDUM

Planning Department

DATE: August 12, 2026

TO: Planning Board Members

FROM: Nick Dupuis, Planning Director

SUBJECT: Short Term Rentals – City Commission Directive – PUBLIC HEARING

INTRODUCTION & TIMELINE

On April 27, 2026 (Agenda – Video), the City Commission moved to place a six month moratorium on the specific activity of providing either a temporary or annual license for renting or leasing, or of offering possession or occupancy of a dwelling in the City of Birmingham for thirty (30) days or less in which the owner does not reside in that property, and offering the possession or occupancy to another who is not the legal owner of record pursuant to a written or oral agreement.

In addition, the City Commission directed the Planning Board to review the current general and zoning ordinances and determine if all rental premises should be regulated and controlled by the Birmingham Zoning Ordinance, including all necessary regulations to ensure the health, safety and welfare of Birmingham residents. The directive included a desire to review how best to protect the character and peace of the City's neighborhoods by determining if the City should, at the minimum, regulate and/or consider the following as a part of the Zoning Ordinance:

- Establish a minimum rental occupancy of thirty (30) days.
- Evaluate the impact of rental housing density.
- Provide key contacts online for community complaints and enforcement actions.
- Enforce behavior and nuisance rules with hosts being held responsible for noise, parking, and property maintenance.
- Establish inspection and enforcement protocols that carry penalties with fees for each complaint, and consequences that can lead to revoking licenses.

The City Commission continued a conversation regarding short term rentals on May 4, 2026 (Agenda – Video), which reinforced the action taken during the April 27 meeting.

On May 13, 2026 (Agenda), the Planning Board reviewed a report and preliminary ordinance amendments regarding the City Commission directive and began to outline several steps, discussions, and findings that the Planning Board will need to make before furnishing a recommendation to the City Commission. Planning Department staff were directed to bring back data on rentals in Birmingham, relevant research, and more example ordinance language, if available, from other communities.

As the Planning Board continues to do its diligence on the directive, the City Commission has been receiving monthly reports from the Building, Planning and Police Departments regarding updates on enforcement, the zoning ordinance study, and any other happenings related to short term rentals. The City Commission has received reports on May 18, 2026 (Agenda), June 8, 2026 (Agenda), and June 22, 2026 (Agenda). The next report will be provided on July 13, 2026.

The Planning Board and City Commission met at a joint meeting on June 15, 2026 (Agenda) during which short-term rentals were discussed and the City Commission was updated on the progress of the Zoning Ordinance work. At this meeting, the Planning Board was seeking specific guidance on two issues: short-term rentals in commercial or mixed use zoning districts, and any exceptions to the new ordinance, including owner occupied or hosted rentals.

Finally, on July 8, 2026 (Agenda), the Planning Board reviewed a polished draft of the proposed ordinance language and held a lengthy discussion that brought closure to the last couple of outstanding issues including regulating STR's in commercial/mixed-use zones and exceptions such as owner-occupied or hosted rentals. Ultimately, the Planning Board moved to set a public hearing to review amendments to the Zoning Ordinance that would prohibit short-term rentals as defined in the submission in all areas of the city other than the D4 and MX zones, including the suggested amendments to Sections 4, 5.9, and 9.9 and to consider make a recommendation to the City Commission.

At this time, it is worth noting that in the proposed ordinance amendments that follow this report, the Planning Department has made the changes based on the feedback provided, and has accommodated the D4 and MX exclusion in the appropriate areas. For the D4, that meant providing for the exclusion in the B4 underlying zoning district, which has (with few exceptions) the same geography as the D4 zoning district. This approach was taken due to the relationship between overlay districts (the D4) and underlying zoning (the B4) and the provision within the Downtown Overlay that states "uses shall be limited to those allowed in each underlying zoning district, unless otherwise specifically provided for herein." To assist in visualizing the changes, the Planning Department has provided a map of the D4, B4 and MX zones as an attachment to this report.

In addition, the two new land use categories of "Rental Unit" and "Residential Amenities" were added to the Triangle Overlay District Land Use Matrix Article 3 of the Zoning Ordinance.

FINDINGS & SUGGESTED MOTION LANGUAGE

As directed by the City Commission, the Birmingham Planning Board evaluated the potential benefits and impacts of regulating short-term rentals within the community to determine an appropriate regulatory framework that balances private property rights, neighborhood compatibility, economic opportunity, and the protection of public health, safety, and welfare. The

evaluation included a review of existing local conditions, public input, regulatory approaches adopted by peer communities, and best practices for the administration and enforcement of short-term rental regulations.

The analysis identified several potential impacts associated with short-term, transient rentals on residential uses when they are not appropriately regulated. Common concerns include increased noise, parking congestion, refuse management, property maintenance, and the potential for commercial activity to affect the character of established residential neighborhoods. Additional concerns include enforcement challenges, life-safety compliance, and the cumulative effects that a high concentration of short-term rentals may have on neighborhood stability and the availability of long-term housing.

Based on the findings of this analysis, the Planning Board may conclude that the adoption of a comprehensive rental ordinance is appropriate to establish clear operating standards, protect neighborhood character, provide accountability, and provide certainty for property owners, residents, and visitors. The proposed ordinance amendments seek to accommodate rental operations while minimizing adverse impacts on surrounding properties and preserving the long-term livability of residential neighborhoods. By distinguishing between different types of rentals in the Zoning Ordinance and applying regulations that are proportional to their potential impacts, the City will create a balanced approach that supports economic opportunity while advancing the community's planning goals and protecting the public interest.

Sample Motion Language

I move that the Planning Board adopt the findings as written in the August 12, 2026 Planning Board Report related to new rental ordinances and make a recommendation to the City Commission to APPROVE the amendments to the Zoning Ordinance and Birmingham Code or Ordinances as follows:

1. Article 2, Sections 2.03 through 2.45 to modify the permitted uses to add "rental unit" to the list of residential permitted uses, to remove "renting of rooms" from the list of accessory permitted uses, and to add "residential amenities" to the list of accessory permitted uses.
2. Article 3, Section 3.07 Permitted Uses and Special Uses, to add "Rental Unit" and "Residential Amenities" land use categories to the Triangle Overlay District Land Use Matrix.
3. Article 4, Section 4.46, Pk-02 Off-Street Parking Spaces Required, Table A, To Add Required Off-Street Parking for Rental Unit Land Use Category.
4. Article 5, Sections 5.02 through 5.15 to add use specific standards for "rental unit" and to remove use specific standards for "renting of rooms."
5. Article 9, Section 9.02 to add definition for rental unit, short-term rental, medium-term rental, long-term rental, owner-occupied rental, hosted rental, and residential amenities.
6. Part II of the City Code, Chapter 22 – Community Development Regulations, Article VI. – Property Maintenance Code, to Modify Division 4. – License for Rented, Leased Premises to remove on-site parking requirements with the intent of relocating parking requirements to the Zoning Ordinance, and to modify terminology to be consistent with the Zoning Ordinance.

BIRMINGHAM
A WALKABLE CITY

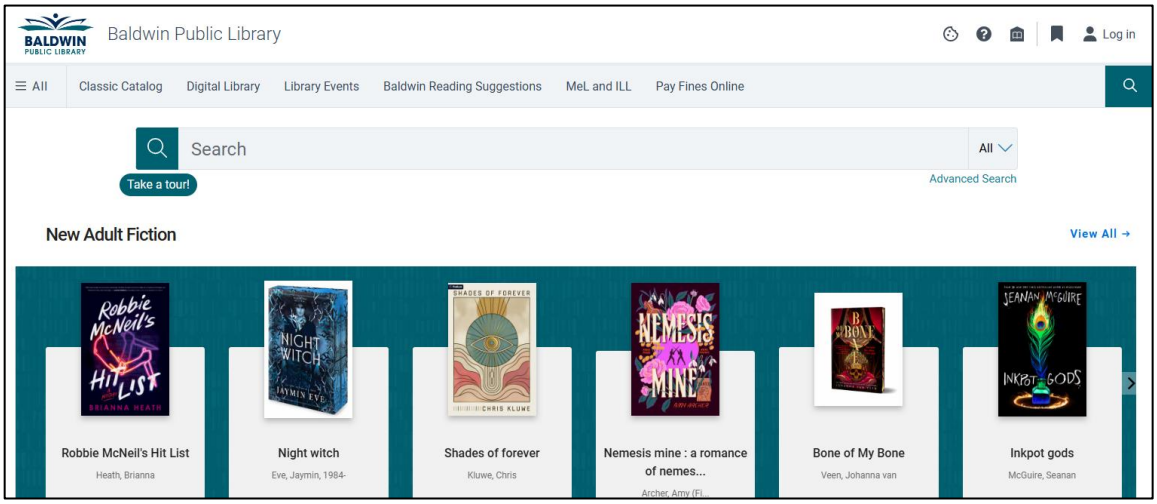
August 2026 City Manager's Report

Baldwin Public Library

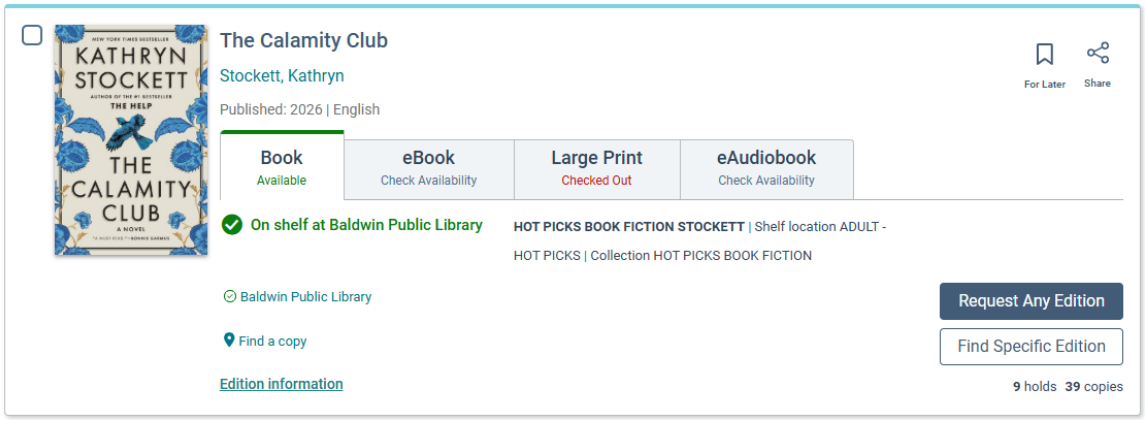
Library Board
The Library Board met on Monday, August 17, 2026 at 7:30 p.m. for its regular meeting. The full board packet can be viewed online. The Library Board's next meeting will be on Monday, September 28, 2026 at 7:30 p.m.

Upcoming Closures
The library will be closed for Labor Day weekend from Saturday, September 5 through Monday, September 7.

New Online Catalog
On Monday, August 17, Baldwin unveiled its new catalog, which can be accessed at catalog.baldwinlib.org.



This new catalog lists all types of materials under one main title. For instance, if you are searching for the book The Calamity Club by Kathryn Stockett, the user will see the print book, large print book, ebook, and eAudiobook listed in the item's record. Additionally, users can click the "Request Any Edition" button to request the first available copy of the item.



Many thanks to Kristen Tait, Cameron Rooney-Crawford, and the staff in Access Services for carefully reviewing all of our holdings and making necessary updates so that our materials are shown in a clear and intuitive manner when searching online for items. The launch of this project reflects over a year of work and careful inspections of all of our materials.

Please note that we are leaving our old/classic catalog in place (baldwinlib.polarislibrary.com). Patrons with comments or concerns about the new catalog should either email mbplcirc@baldwinlib.org or call 248-554-4630.

New Digital Resources

- BrainHQ - is your online headquarters for brain training, with specialized exercises for memory, attention, brain speed, people skills, decision-making, and navigation. Just as the right kind of exercise can improve our physical health, the right kind of brain training can improve our brain health and cognitive performance. BrainHQ provides the training your brain needs to be at its best.

- LOTE4Kids - is an online database of digital books in World Languages that allows kids to enjoy the magic of books in LOTE (Languages Other Than English). Each book comes with English translations to help with language learning.

Both are available 24/7 with your library card at baldwinlib.org/databases.

Library Tours

If you'd like to learn even more about the library, join Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the library's lobby on Thursday, September 10 at 11:00 a.m.

Idea Lab: The Grand Tour

Have you always wondered what the Idea Lab is all about, but were afraid to ask? On Wednesday, September 2 at 7:00 p.m., Jeff will take you on a tour of the Idea Lab, including a quick demo of our exciting equipment. Registration required.

Upcoming events of interest

Story Times

Fall story times begin Tuesday, September 8. Each week, youth librarians host nine different story times for children and their caregivers.

- **SING & TELL WITH MS. SUSAN:** Mondays at 10:00 a.m. or 11:15 a.m. - Best for ages 2.5 to 3.5 with their grownups.
- **WIGGLE & RHYME WITH MS. STEPHANIE:** Tuesdays at 10:00 a.m. or 11:15 a.m. - Best for birth to 1.5 years and their grownups.
- **TODDLER TALES WITH MS. ROSEMARY:** Wednesdays at 10:00 a.m. or 11:15 a.m. - Best for ages 1.5 to 2.5 with their grownups.
- **BOOKS & BOOGIE WITH MS. ALYSSA:** Thursdays at 10:00 a.m. or 11:15 a.m. - For children of all ages with their grownups.
- **BEDTIME TALES WITH MS. SYNTHA:** Wednesdays at 6:15 p.m. - For children of all ages with their grownups.

Story times use a first come, first served ticketing system. Tickets will be available 15 minutes before story time begins and will be handed out until 5 minutes after the scheduled start time. Please see baldwinlib.org/storytime for complete details.

"App"-E-Teasers

Tuesday, September 1, 2026, 7:00pm – 8:15pm

Learn how to use the library's new app, plus Libby and Hoopla, in this beginner-friendly class. We'll cover how

to manage your account, browse and borrow digital materials, and enjoy eBooks, audiobooks, movies, music and more with your library card.

How to Write a Great College Essay
Thursday, September 10, 2026, 7:00pm – 8:00pm

The college essay is an important part of the evaluation process. Learn how to write one that really stands out. This program will be presented by Olivia Gundrum, M.Ed., a college essay tutor from Birmingham.

Teens and parents are welcome. Registration required.

Start Simple: Genealogy Basics
Thursday, September 10, 2026, 7:00pm – 8:00pm

Take a deep dive into the most common genealogy documents to kickstart your search, including where to find them and how to read them. Join professional archivist and genealogist Robbie T. as she presents the best ways to get started on your journey of discovery! Registration required. Virtual event. Attend virtually only.

Oakland County Modern
Monday, September 14, 2026, 7:00pm – 9:00pm

Midwest Modern photographer Josh Lipnik returns to BPL with Oakland County Modern. During this visit Josh explores the architecture and planning in Oakland County during its rapid growth after World War II, as an exceptional example of the historic and cultural forces that shaped suburbs across the country. This talk looks at buildings by famous architects such as Minoru Yamasaki, Frank Lloyd Wright, and Eero Saarinen, as well as the many talented local architects that have been overlooked by history.

Learn more about these events and other programs coming to Baldwin at https://www.baldwinlib.org/calendar/.

Birmingham Museum

Birmingham Museum to receive "Partners in the Arts" award
The Birmingham Museum is pleased to announce that it will be the recipient of a "Partners in the Arts" award from the Cultural Council of Birmingham-Bloomfield for its support of the arts. The museum's mission is to tell Birmingham's story, which includes our historic architecture and public art in addition to the artifacts in the collection. The recognition by the Cultural Council reflects the museum's strategic plan priority of working with other organizations in our community in mutually beneficial partnerships, and we are grateful for this special acknowledgement!

"They Changed Birmingham" article and exhibit to feature American sculptor, Marshall Fredericks
September's "They Changed Birmingham" monthly Around Town article and City Hall exhibit will feature Birmingham's own renowned 20th century American sculptor, Marshall Fredericks. Fredericks lived in Birmingham for more than 50 years and raised his family in a Wallace Frost home in Quarton Lake Estates. He believed that public art was essential in civic life, and celebrated the beauty of the human form as well as the charm and grace of the animal world. Dozens of his works can be seen in the metro Detroit area, the most famous of which is the Spirit of Detroit statue, but Birmingham is home to more than twenty of them, most notably our iconic "Freedom of the Human Spirit" fountain sculpture in Shain Park.

As part of September's recognition of Fredericks, the Birmingham Museum is launching two different self-guided tours of Fredericks' sculptures: a walking tour that features eight of his works accessible within a few downtown blocks (including a new installation at the Baldwin Public Library), and a biking tour that takes visitors a little further out to include 13 more pieces around town. The museum created the updated brochures

in collaboration with original researcher Marcy Heller Fisher. Both brochures are available in print form at the museum and the library and electronically at the museum website at bhamgov.org/250years.

Birmingham Shopping District

Birmingham Farmers Market and Birmingham Shopping District (BSD) Special Events:

There are many free, family-friendly events coming up in September, including:

- Every Sunday, May-October: Birmingham Farmers Market, 9 a.m. – 2 p.m.
- September 4, 2026: Join us at Booth Park for the final outdoor movie night of the season featuring Lilo & Stitch (2002). Pre-show entertainment and giveaways begin at 6:30 p.m.; movie at 7:30 p.m.
- September 13, 2026: People of all fitness levels are invited to join us at the Farmers Market at 9 a.m. for a fitness class led by FS8, as part of our Second Sunday fitness and wellness series (register here).
- September 17, 2026: The Birmingham Art Walk returns from 5-8 p.m. throughout downtown Birmingham featuring local shops and artists. Visit participating shops at any time throughout the event to meet the artists, see demonstrations, and enjoy refreshments, live music and more.
- September 20, 2026: All are invited to the Farmers Market Harvest Festival featuring a petting zoo, live music, lots of fresh produce and kids' activities.

Visit the BSD Event Calendar for more information on these events and others happening throughout the season.







BSD Special Assessment Renewal:

The Birmingham Shopping District (BSD) is funded by a special assessment of the commercial properties within the district. The BSD's four-year special assessment is currently in its final year and requires renewal for the continuation of the district. The BSD is not proposing a rate increase for the 2027-2030 renewal period. At its regular meeting on August 10, 2026, the City Commission approved the BSD's request to set the Public Hearing of Necessity on September 14, 2026, and the Public Hearing of Confirmation of the Roll on September 28, 2026. For more information, please view the August 10, 2026 City Commission agenda packet and check for the September agenda packets closer to the respective meeting dates.

Volunteer Opportunities:

For those looking for a fun way to give back to the community or complete volunteer service hours, the BSD offers a variety of opportunities for ages 14+ at our events throughout the year. Volunteer shifts and duties vary, offering flexible options to fit a variety of schedules and interests. From the weekly Farmers Market to the annual Winter Markt event, we rely on our volunteers to make BSD events a success! Learn more at downtownbirmingham.com/volunteer.

Building Department

Board of Zoning Appeals
There were two cases for the agenda for the August 11, 2026 Board of Zoning Appeals regular meeting.

1. 719 Westwood: The property owner requested variances regarding the distance between structures, and the total combined side yard setbacks to construct a second floor addition to the north side of the existing home. The appeal was approved 7/0.

2. 1451 E. 14 Mile: The property owner requested a variance regarding the minimum side yard setback to construct a second floor addition over the existing attached garage. The appeal was approved 7/0.

Online Permit Applications
In the month of July, we processed 441 permits online bringing this year's total permits processed electronically to 2,286.

Monthly Report
The Building Department's monthly report shows the previous month's permit activity, along with charts showing the building permit activity trend over the past year.

City Clerk's Office

August Election Wrap-Up
The Clerk's Office would like to thank the election inspectors and City staff who helped conduct a safe and successful August 4, 2026, Primary Election. We also appreciate the many voters who participated by voting early, absentee or in person. Approximately 40.14% of Birmingham's registered voters cast a ballot, exceeding the overall voter turnout rate in Oakland County of 36.58%.

Unofficial election results are available at oakgov.com/elections under the August election tab. Official results will be posted after the Oakland County Board of Canvassers completes the official canvass.

Election Updates Continued
The state general gubernatorial election will be held on November 3, 2026. The first mailing of absentee ballots is expected to go out in late September.

In 2025, Birmingham consolidated its precincts from nine locations to five. Follow this link to view a map of the official polling locations.

Absentee Ballots
As always, we are happy to see Birmingham voters at the polls on Election Day! However, if you will be going out of town or wish to obtain an absent voter ballot, one can be requested online at mi.gov/vote. Voters interested in receiving a ballot in advance of every election moving forward can request to join the permanent ballot list at any time online at mi.gov/vote.

Voters who are subscribed to receive an absentee ballot application before each election should have received an application in late May of 2026. This will be the last mailing of absentee ballot applications. Voters on the absentee ballot application mailing list will be notified and given the option to continue on the permanent ballot list going forward. Eliminating the application list is an efficiency and cost saving measure. With mail delays it is recommended that voters wishing to vote by mail opt into the permanent ballot list to receive their ballot directly, eliminating a step in the process and potential mail delays.

Any official ballots received by mail can also be voted in person at your assigned Birmingham polling location on Election Day or at the early voting sites during the nine days of early voting. You can find more information about early voting here.

Drop Box Locations

- 151 Martin Street - City Hall
  - Drive up entrance from Henrietta
    - Available 24/7
  - Drop box in the flower bed at the south entrance to City Hall
    - Available 24/7, 40 days leading up to an election
  - Clerk's Office counter
    - Available during office hours, M-F 8:00 a.m. to 5:00 p.m., 40 days leading up to an election
- 572 S. Adams Road - Fire Station #1
  - West side of the building to the right of the bay doors
    - Available 24/7, 40-days leading up to an election

November 3, 2026 General Election	**Important Election Deadlines**
Thursday, September 24, 2026	Absentee Ballots Available & Permanent Absentee Voter Ballots are mailed
Tuesday, October 20, 2026 through Election Day	Same-day voter registration with your local clerk, proof of residency required
Friday, October 23, 2026	5:00 p.m. Deadline for electors to submit a written request to spoil their absent voter ballot and receive a new absent voter ballot by mail. and, Deadline for electors who have returned their absent voter ballot to submit a written request in person to spoil their absent voter ballot and receive a new absent voter ballot in the Clerk's Office.
Saturday, October 24, 2026 through Sunday, November 1, 2026	Early voting
Friday, October 30, 2026	5:00 p.m. Deadline for clerks to send an absent voter ballot via First Class mail.
Monday, November 2, 2026	4:00 p.m. Deadline for electors who have lost their absentee ballot or not yet received their ballot in the mail to submit a written request to spoil their absent voter ballot and receive a new absent voter ballot in the Clerk's Office. and,

	Deadline for a registered voter to apply for an AV ballot in person at the clerk's office.
Tuesday, November 3, 2026	7:00 a.m. - 8:00 p.m. Election Day
Friday, November 6, 2026	5:00 p.m. Deadline for voter to cure the signature on AV ballot return envelope, allowing an otherwise valid ballot to be accepted for tabulation.
Tuesday, November 10, 2026	Deadline for a ballot submitted by a MOVE voter and postmarked on or before Election Day to be deemed timely received and counted.

Important News:

A new U.S. Postal Service (USPS) rule took effect on December 24, 2025, which states that "the presence of a postmark on a mailpiece confirms that the Postal Service was in possession of the mailpiece on the date of the postmark's inscription; the postmark date does not inherently or necessarily align with the date on which the Postal Service first accepted possession of the mailpiece" (Postal Service 39 CFR Part 111).

The Clerk's Office would like to highlight this point for any citizens who rely on postmarks for various reasons. The drive-up drop boxes located at the southeast corner of City Hall are open year-round for the collection of City documents. No postage is required when using the drop box.

For domestic military and overseas voters, please be especially mindful of this as you return election materials. Be sure to return your election mail as early as possible to account for physical transportation delays as well as the possibility of a delayed postmark.

Election Inspectors
The Clerk's Office is in the process of recruiting and training election inspectors for the November elections. Due to precinct consolidation there is less of a demand to recruit inspectors. The City is lucky to have an abundance of amazing inspectors. If you are still interested in getting involved and learning more about elections please email elections@bhamgov.org.

Viewing Meeting Materials Online
The City of Birmingham Clerk's Office has rolled out a new platform for City Commission and most City board agendas and minutes hosted by CivicPlus. Visit the public portal here and access an instruction guide here.

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)
The next meeting for the GCAB is scheduled for September 4, 2026. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.bhamgov.org/GCAB.

Also note that for those visiting the cemetery and placing decorations for loved ones it is important to be aware of the Greenwood Cemetery Operational Procedures, Conditions & Regulations, specifically sections II, III, and V.

Board of Ethics
Stay tuned for announcements regarding the next scheduled Board of Ethics meeting. At this time there are no opinion requests or complaints to be processed. To view the Ethics Board agendas and minutes visit www.bhamgov.org/ethics.

Board Appointments
The City of Birmingham is looking for dedicated individuals who want to give back to their community by serving on one of our many boards or commissions. Birmingham's different boards and committees make recommendations that shape the City's future. Serving on a board or committee is a great way to get involved in your community, meet new people and make a positive impact. Don't miss out on the chance to make a difference - go to www.bhamgov.org/boardopportunities to view all the available openings and apply at bhamgov.org/boardapplication.

Parade & Party 2027
The Celebrate Birmingham Parade and Party in Shain Park will return on May 16, 2027! Be sure to check bhamgov.org/parade for future updates and event information.

City Manager's Office

Communications

September Around Town e-newsletter
The communications team is working on the September edition of the Around Town e-newsletter, which will include information about fall golf events, playground improvement updates (including photos of Poppleton Park's new play equipment), new businesses and more. Follow this link to view the August edition.

Receive updates from Birmingham
Receive the latest news from Birmingham by signing up to receive our newsletter and alerts at bhamgov.org/enews. Subscribers receive important information specific to their neighborhood, emergency alerts and our newsletter featuring upcoming events, meetings, City projects, developments and more. Also follow us on Facebook and Instagram @BhamGov, and visit bhamgov.org/communications to view all City communication tools.

Engineering Department

City Construction Projects:

Bird Phase 1B Project:
The contractor has poured the concrete road, all driveway approaches and sidewalks. The contractor will install topsoil and sod the week of August 24.

Wimbleton Phase 1 Project:
See Section 11. Reports, Item E: City Staff for information about this project.

2025 Concrete Program:
The contractor is continuing work on concrete patches throughout the City.

2025-2026 Sewer Rehabilitation Program
The contractor has started working on cleaning and televising sewer segments in various locations throughout the City. Residents will receive notice via door hangers before the sewer lining process starts.

2025-2026 Asphalt Resurfacing Program

The contractor is currently working on the retaining wall replacement on the Brookside/Ravine/Park area, and they will be paving Baldwin Avenue toward the end of this month, weather permitting.

2026 Cape Seal Program

The contractor has completed the cape seal treatment. City staff has since conducted a project inspection and prepared a punch list identifying items that require correction or completion by the contractor. At this time, the contractor has not provided a schedule for returning to complete the punch list work. Once a schedule is received, the City will continue to monitor the remaining work until the project is complete.

Wimbleton Phase 2 Project:
The contractor is continuing the installation of underground utilities on this street from Warwick to Adams Road.

S. Eton Water Main Project:
This project includes water main replacement on S. Eton from Humphrey to Lincoln, with construction starting after Labor Day weekend.

N. Old Woodward Project:
Construction has started on this project, and the contractor is working on the underground utilities.

Quarton Lake Dredging Project:
The contractor has completed dredging operations, and the drying operations will continue until the end of August, weather dependent.

Quarton Road Sidewalk Project:
The City will be holding a resident meeting on Wednesday, September 2 from 5:30 pm – 6:30 pm to review special assessment costs and answer resident questions.

Special Assessment Petitions:

Pleasant Street – Lincoln to Maple: The Clerk's Office has verified the petition and signatures; the Engineering Department is working on Special Assessment District letters and holding a meeting for residents.

Fairview Street - Chesterfield to dead end: The City received another petition toward the beginning of August representing more than 51% of the residents in this area. The Clerk's Office is currently verifying the petition.

Lead Service Replacement Program
Last fall the City issued letters for EGLE's yearly notice requirements. Those with questions about the letters or who would like to sign up for lead service replacement at no cost should contact the Engineering Department at 248-530-1840.

Consumers Energy Project
Consumers Energy has two projects to replace the gas main in the west part of the City. They have notified residents about these projects. To learn more, reach out to Consumers Energy:

- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 800-477-5050
- Landscaping, grass, road, and sidewalks: 844-660-3477

If you have any questions about these projects or programs, please contact the Engineering Department at (248) 530-1840.

Fire Department

Woodward Dream Cruise Update

Kudos to Rochester Hills Fire Department

The Birmingham Fire Department (BFD) would like to publicly recognize and extend its sincere appreciation to the Rochester Hills Fire Department for its continued partnership and support during the annual Woodward Dream Cruise.

As a valued mutual aid partner through the OAKWAY Mutual Aid Association, the Rochester Hills Fire Department has consistently provided a fully equipped, paramedic-staffed Advanced Life Support (ALS) rescue ambulance dedicated to the Dream Cruise each year. This year marks the seventh consecutive year of this partnership, which has become an important component of the City's public safety planning for one of Birmingham's largest annual events.

The additional ambulance is strategically staged in close proximity to the event, enhancing the Fire Department's ability to rapidly respond to medical emergencies while maintaining fire and emergency medical coverage throughout the rest of the community. This supplemental resource increases operational flexibility, improves response capabilities during periods of increased call volume, and helps ensure that residents and the thousands of visitors attending the Dream Cruise continue to receive timely emergency services.

The Birmingham Fire Department greatly values the professionalism, cooperation, and commitment demonstrated by the Rochester Hills Fire Department. Their continued willingness to support Birmingham during this significant regional event exemplifies the strength of our mutual aid relationships and the collaborative approach that allows neighboring communities to provide the highest level of public safety services. BFD extends its sincere gratitude to the leadership and personnel of the Rochester Hills Fire Department for their ongoing partnership and dedicated service.

New e-bikes

The EMS bike crews were out on the new e-bikes. Thankfully, we were not needed for any emergencies inside the City's event space, but we had a pretty busy day elsewhere throughout the City.



Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of August 13, 2026. Their skills, expertise and enthusiasm are a valuable addition to our team. We welcome them to the City of Birmingham!

Department	Name		Position	Type
DPS - Golf	Vannessa	Luu	Seasonal Club Maintenance/Service	Seasonal

Promotions

Parking	Wendy	Abdoo	Parking Operation Specialist	Full Time
Engineering	Mark	Akram	Assistant Engineering Director	Full Time
Police	Ryan	Kearney	Police Chief	Full Time
DPS -Arena	Elizabeth	Hewelt	Arena Facility Assistant	Part Time
Police	Lisa	Wayner	Police Sergeant	Full Time, BPOA

August Hiring Anniversaries

The City of Birmingham celebrated the hiring anniversaries of several employees. We extend our heartfelt appreciation for their exceptional service and unwavering dedication. Their contributions are deeply valued and recognized.

Years Of Service	Employee		Department	Position
1	Clinise	Kirkwood	DPS- Arena	Recreation Coordinator
1	Tyresse	Ferguson	HR	HR Generalist
1	Lawrence	Marble	Library	Substitute Librarian
2	Sheri	Hunter	BSD	PR Marketing Specialist
2	Robert	Falenski	Building	Clerical Support

2	Spencer	Buchman	Police	Police Officer
2	DLawrence	Williams	Police	Police Officer
3	Peter	VanGelderen	Library	Library Assistant
3	James	Cardenas	Police	Police Officer
3	Cameron	Lease	Police	Police Officer
5	Colin	Quackenbush	DPS- Parks	Parks & Forestry Specialist
5	Brandon	Wynn	DPS- Parks	Parks & Forestry Specialist
5	Shaun	Brown	Fire	Firefighter Paramedic
6	Ann	Tappan	Managers Office	Communication Specialist
7	Rex	Poland	DPS - Arena	Part Time Arena Concessions
9	Michael	Howey	Library	Librarian
9	Daniel	Patton	Library	Substitute Librarian
9	Laura	Eichenhorn	Planning	Transcriptionist
10	John	Dare	Building	PT Inspector
10	Joshua	Bouchard	Police	Police Sergeant
10	Brent	Macumber	Police	Police Officer
11	Jeffrey	Zielke	Building	Building Official
11	David	Buttigieg	Police	Police Lieutenant
12	Jordan	Zale	Police	Police Sergeant
13	Paul	Gillin	Library	Bookkeeper
14	Terry	Meyer	Library	Library Assistant

20	Linda	Rodriguez	Police	Parking Enforcement
23	Gina	Moody	Police	Police Officer
24	Jana	Ecker	Manager's Office	City Manager
24	Veronica	Williams	Treasury	Clerical Assistant
25	Carrie	Laird	DPS- Parks	Park & Recreation Manager
28	Devin	DeRoeck	DPS- Parks	Parks & Recreation Assistant Foreman

August Hiring Status
The City is seeking candidates for the following positions. Below is the current status of each opening. To apply or for more information, visit www.bhamgov.org/jobs.

Department	Position	Type	Status
DPS - Parks	Park Attendant	Part Time	Accepting applications until 8/16/26
DPS- Golf	Golf Service/Maintenance	Seasonal	Accepting applications until 8/22/26
Museum	Museum Assistant	Part Time	Accepting applications until 8/23/2026
City Manager's Office	Assistant City Manager	Full Time	Accepting applications until 8/30/26
Police	Crossing Guard	Seasonal	Accepting applications until filled
HR	Intern	Intern	Reviewing applications
DPS - SSW	Part Time Laborer	Part Time	Reviewing applications
DPS- SSW	SSW Operator (TEAMSTERS)	Full Time	Reviewing applications
Police	Dispatcher (BPOA)	Full Time	Reviewing applications
Engineering	Project Manager - Civil Engineering	Full Time	Interviewing Candidates
Engineering	Communications and Admin Manager	Full Time	Interviewing Candidates
Police	Clerical (FOIA) (AFSCME)	Part Time	Onboarding

Planning Department

Planning Board (PB)

Zoning Ordinance Update Project

Houseal Lavigne is wrapping up work on the Existing Zoning Ordinance Analysis and Preliminary Recommendations report, which will provide Houseal Lavigne's initial recommendations for the Zoning Ordinance Update. The report is expected to be provided to the City this month and presented to the Planning Board in September 2026. The Zoning Ordinance Update project is expected to be discussed at the following upcoming meetings of the Planning Board:

- September 23, 2026
- October 14, 2026
- December 9, 2026

The project website (www.bhamgov.org/zoningordinanceupdate) is up to date with all plans and documents produced to date.

As a reminder, the Planning Department is offering zoning ordinance office hours to provide additional, dedicated time for the public to engage in this important process. Office hours include AM and PM options, including some after-hours options. The public can sign up by clicking the "sign up" link below.



Regular Business

Alongside the projects noted above, the Planning Board is working through its ordinary site plan review work. A tentative scheduled item at the Planning Board is listed below:

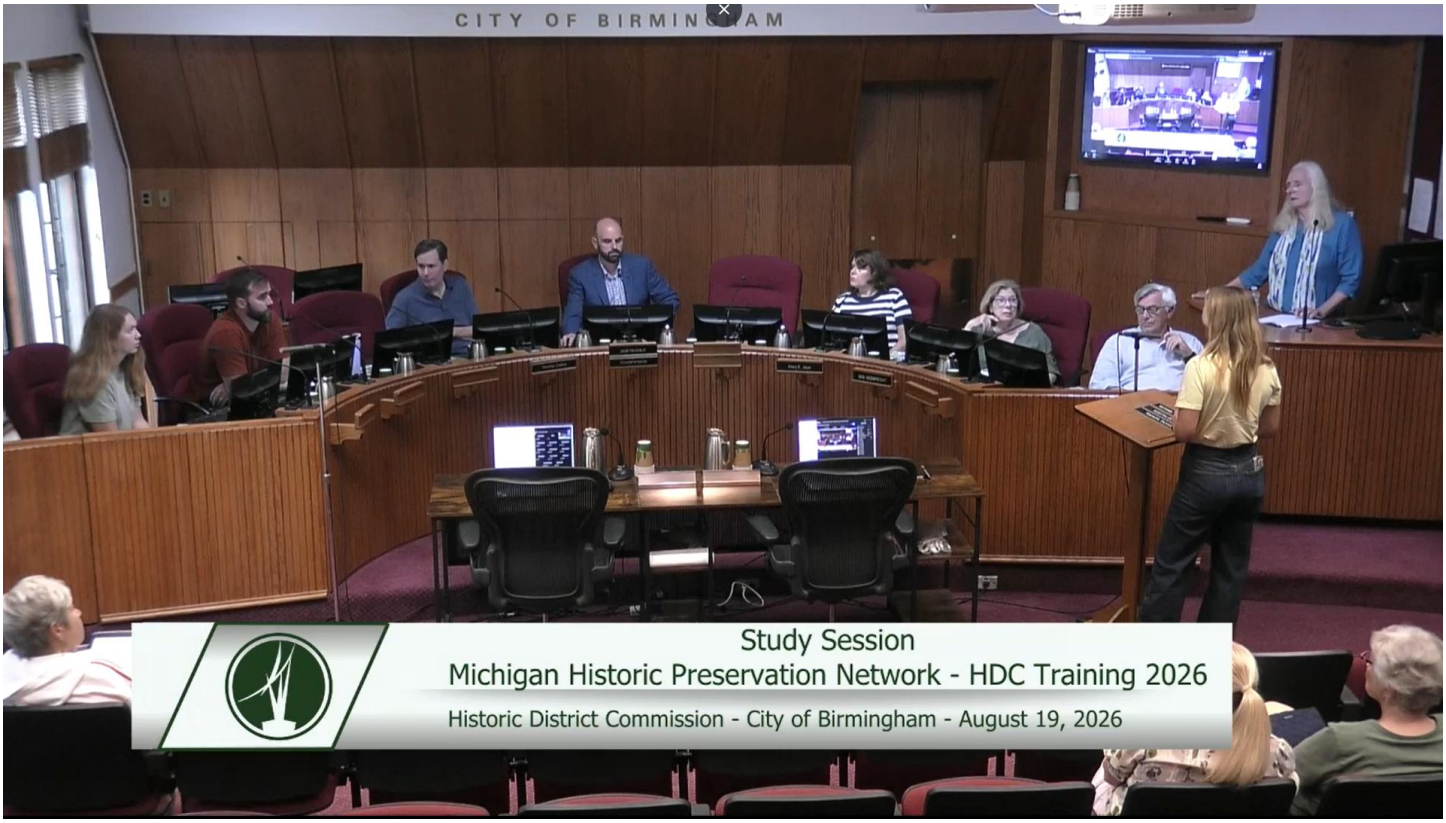
- 34592 Woodward & 690 E. Maple – Request for Final Site Plan and Design Review for new 9-story mixed-use building (date TBD)

Historic District Commission (HDC) & Design Review Board (DRB)

The HDC and DRB have seen a steady stream of Design Review and Certificate of Appropriateness applications this year, and the HDC is continuing its implementation of the Historic Preservation Master Plan alongside its regular business. A tentative list of scheduled items at the HDC and DRB is provided below:

1. Demolition Delay Ordinance Study (9/2/26)
2. 40 by 40 Program Initiation (9/2/26)
3. Downtown Historic Plaques (9/2/26)

Additionally, the HDC was pleased to welcome the Michigan Historic Preservation Network to town as they provided a Historic District Commissioner training to commission members on August 19, 2026. The training was open to interested members of the public, and was a very good experience for all involved.



Environmental Sustainability Committee (ESC)

The ESC is continuing its work on the implementation of the Birmingham Green: Healthy Climate Plan. Many items on the list for future consideration will be slated for intense public engagement, which will be reported to the City Commission regularly.

A tentative list of scheduled items at the ESC is provided below:

1. **WS-1** – Study the hydrology and topography of the City and produce recommendations toward targeting stormwater infrastructure improvements in areas that have the largest impact in reducing the negative effects of stormwater (8/24/26).
2. **NR-1** – Protect and expand the tree canopy in each census tract of the City to at least 40% (8/24/26).
3. **BF-1** – Develop a plan to incentivize or require the transition from natural gas to electric in residential renovation and construction (8/24/26).

4. **W-2** – Study waste outside of the MSW program and work to improve data collection for commercial waste and other waste sources (8/24/26).

Police Department

Woodward Dream Cruise update

The Police Department had a busy and successful Dream Cruise weekend. All sworn officers, along with several auxiliary officers, worked long hours together to ensure a safe and orderly environment in the community. Officers were highly visible, addressing traffic and public safety concerns. They issued several citations for dangerous driving behaviors and made four arrests.

Human Trafficking Conference

Chief Kearney attended a human trafficking conference organized by the Oakland County Prosecutor's Office. This meeting gathered representatives from numerous cities across Oakland County to collaborate on combating illicit massage businesses.

Parking Systems Update

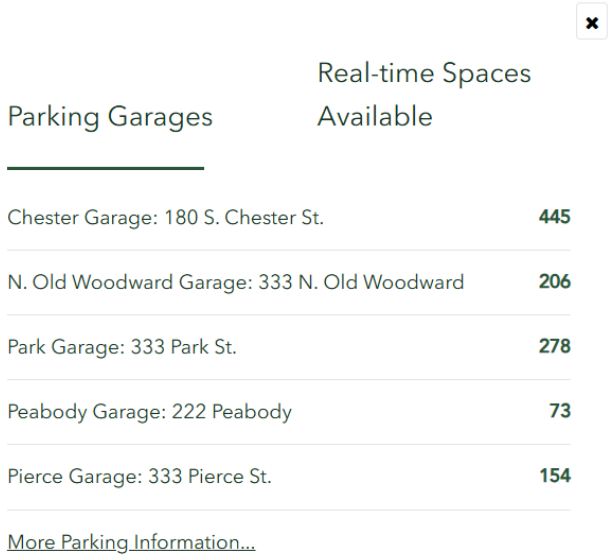
Power washing and striping

The City's Parking Department is planning a deep-cleaning project involving the professional power washing of the Pierce, Park, and N. Old Woodward garages. Having not undergone a comprehensive professional wash in quite some time, these facilities will be thoroughly cleaned using hot water and detergent to effectively remove built-up oil stains, gum and debris. The power washing—which is fully budgeted and scheduled for early fall—will encompass all parking surfaces, stairwells, and the bottom four feet of interior walls. Immediately following completion of the washing, the N. Old Woodward Garage and its adjacent surface lot will undergo full restriping. Additionally, the islands and yellow curbs across all five City garages will be freshly repainted to ensure improved safety, clarity and overall appearance for all patrons.

Interactive Reports and Real-time Widget

The City's Parking Department has new interactive reporting tools designed to increase transparency and provide convenient data access for the public. Patrons can now view historical garage occupancy data directly through the parking page on the City's website. Looking ahead, additional reports detailing parking revenues, expenses, and total transaction volumes will also be integrated on the page.

Additionally, a new real-time widget has been added to the website. A quick pop-up (shown below) displays the current live occupancy of all five city garages, helping drivers easily gauge availability before heading downtown.



Monthly Parking Reports
Download the monthly parking report to view data regarding meter revenue, parking garage revenue, monthly parking permits sold, garage occupancy rates and more.

Upcoming agenda items

Items for future discussion and potential workshop topics: Public Private Partnerships, 400 East Lincoln Phase 2, Mayor selection process, City Hall improvements, builders' bonds.

MEMORANDUM

City Manager's Office

DATE: August 24, 2026

TO: City Commission

FROM: Jana Ecker, City Manager

SUBJECT: Design/Build Agreement for 400 E. Lincoln

INTRODUCTION:

The City issued a Request for Proposals (RFP) from qualified professional firms to provide Design/Build services for the Next facility at 400 E. Lincoln, Birmingham, MI, including professional architectural, engineering, and construction services for the renovation of the first floor of the building into a modern, accessible, and welcoming senior center. The selected Design/Build Team shall transform the first floor of the existing building into a senior center for Next that supports recreational, educational, wellness, social, and administrative functions while preserving and enhancing the value of the existing building.

BACKGROUND:

The City purchased the building at 400 E. Lincoln in 2023 for the purpose of providing Next with a permanent home for providing senior services on June 1, 2027. Also in 2023, Birmingham voters approved a senior millage to fund the anticipated repairs, renovations, upgrades and cosmetic enhancements for the building to allow Next to continue to provide senior services to our residents in their new permanent home.

In January 2026, the City Commission approved the hiring of Neumann Smith to proceed with design plans/bridge documents for the renovation of the existing building for use by Next. The design plans/bridge documents were paid for by the senior millage fund. Given the level of funding from the senior millage, approximately $3.5 million, it was determined that this would only provide sufficient funding to update the first floor of the building. Next entered into a lease with the City for only the first floor of the building in alignment with the City's budgetary constraints. The proposed renovations will include ADA compliance, access improvements, code updates as required, updated paint, lighting, flooring and other aesthetic improvements. Minimal changes to the floor plan are proposed. There are plans to subdivide the current fitness space into several multipurpose rooms, and other minor modifications as shown on the design plans/bridge documents prepared by Neumann Smith. The remainder of the building, including the lower level containing the pool, locker rooms and exercise space and the second floor mezzanine space are not included in the renovations proposed under this RFP, but will be part of a future renovation project.

The selected Design/Build Team shall be responsible for design development, cost estimation

and value engineering, preparing construction documents from the bridge documents attached, obtaining all required permits and approvals, constructing the project, commissioning building systems, and providing post-construction services through final acceptance by the end of May 2027 for a Guaranteed Maximum Price ("GMP").

On August 10, 2026, in response to the City's RFP, four proposals were received from firms to complete the design/build project to renovate the first floor of 400 E. Lincoln for use by Next. The chart below summarizes the proposals received.

BiddersContract SignedScope of Work CompleteTimeline MetGuaranteed Maximum Price DMC Group YesYesYes$3,150,000Deangelis DiamondYesYesYes$3,380,379Braun ConstructionYesNo detailNo timelineEstimate of $3,500,000 (not actual GMP) McFate Group YesNoDesign timeline onlyNo GMP provided

Bidders	**Contract Signed**	**Scope of Work Complete**	**Timeline Met**	**Guaranteed Maximum Price**
DMC Group	Yes	Yes	Yes	$3,150,000
Deangelis Diamond	Yes	Yes	Yes	$3,380,379
Braun Construction	Yes	No detail	No timeline	Estimate of $3,500,000 (not actual GMP)
McFate Group	Yes	No	Design timeline only	No GMP provided

Proposals received were reviewed by a committee comprised of City staff members, a Next representative, the City Attorney and two members of the non-active Ad Hoc Senior Center Committee. The proposals were evaluated based on, but not limited to, the following criteria as outlined in the RFP:

1. Related experience with projects of similar nature and scope (40%)
2. Personnel qualifications and background of key employees of Contractor and subcontractors (25%)
3. Overall Costs (25%)
4. References (10%)

All scores submitted by the committee were tabulated, and on August 14, 2026 the evaluation committee met to discuss the results. Two of the four teams that submitted proposals rose to the top, and were selected to move forward in the process.

DMC Group and Deangelis Diamond were the top two scoring proposals, and were asked to meet with the committee on August 19, 2026. Each team was asked to bring their architectural lead, mechanical, electrical and plumbing leads to the meeting, along with their project estimator. The goals of the meeting were to get to know the teams, discuss the project and ask questions about the proposals.

After meeting with both DMC Group and Deangelis Diamond, the evaluation committee voted unanimously to recommend DMC Group (DMC Consultants, Inc.) to the City Commission to complete the design/build renovation of the first floor at 400 E. Lincoln. DMC Group has extensive experience with the renovation of existing buildings for municipal use and they provided an extremely detailed outline of their approach and timeline for this project. DMC Group was also the lowest responsive bidder.

LEGAL REVIEW:
The City Attorney reviewed and approved the RFP and all proposals received. The City Attorney was on the evaluation panel, and has no objections or concerns with the proposal or contract submitted by the recommended firm. The City Attorney concurs with the recommended City Commission action.

FISCAL IMPACT:
As discussed above, a senior millage was approved by the voters for the renovation of 400 E. Lincoln to provide a home for Next to operate a senior center. The senior millage will provide all funding for the Design/Build of the first floor of 400 E. Lincoln. No budget amendment is needed.

SUSTAINABILITY:
All renovations will consider the use of sustainable materials, low VOC paint, energy efficient systems and fixtures, and/or alternative energy sources or other green elements.

DESIGN CONSIDERATIONS:
All proposed renovations are contained within the building, with the exception of new doors and windows where noted. Interior design and layout to date was reviewed by Neumann Smith, City staff and representatives from Next.

PUBLIC COMMUNICATIONS:
Discussion of the future of the building at 400 E. Lincoln has been ongoing for more than three years at many public meetings.

SUMMARY:
After review of all proposals received from the RFP for Design/Build Services, the City Commission is asked to approve a Design/Build Agreement for the first floor of 400 E. Lincoln with DMC Consultants, Inc. in an amount not to exceed a Guaranteed Maximum Price of $3,150,000, as recommended by the evaluation committee. Funding for this project will come from the proceeds of the senior millage previously approved by the voters.

ATTACHMENTS:
1. Request for Proposals issued July 17, 2026
2. DMC Consultants, Inc. Proposal including Design/Build Agreement
3. Evaluation Committee Scoring Sheet

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a Design/Build Agreement with DMC Consultants, Inc. for the final design and renovation of the first floor of 400 E. Lincoln to house Next senior services in the amount not to exceed $3,150,000. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #233.0-673.000-811.0000.

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
FOR DESIGN/BUILD AT 400 E. LINCOLN

Sealed proposals endorsed **"DESIGN/BUILD AT 400 E. LINCOLN"**, will be received at the Office of the City Clerk, 151 Martin Street, PO Box 3001, Birmingham, Michigan, 48012; until August 10, 2026 at 3:00 PM after which time bids will be publicly opened and read.

Bidders will be required to attend a mandatory pre-bid meeting on July 28, 2026 at 11:30 AM, at 400 E. Lincoln Road, Birmingham. Bidders must register for the pre-bid meeting by July 27, 2026 by contacting JANA L. ECKER, CITY MANAGER at jecker@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide Design/Build services for Next senior services facility to be located on the first floor at 400 E. Lincoln, Birmingham, MI. This work must be performed as specified in accordance with the specifications contained in the Request For Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan, ATTENTION: JANA L. ECKER.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	July 17, 2026
Mandatory Pre-Bid Meeting:	July 28, 2026 at 11:30 AM, 400 E. Lincoln Road, Birmingham
Deadline for Submissions:	AUGUST 10, 2026 BY 3:00 PM
Contact Person:	**JANA L. ECKER** P.O. Box 3001, 151 Martin Street Birmingham, MI 48012-3001 Phone: 248-530-1811 Email: JECKER@BHAMGOV.ORG

REQUEST FOR PROPOSALS
FOR DESIGN/BUILD AT 400 E. LINCOLN

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INTRODUCTION AND BACKGROUND

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide Design/Build services for the Next facility to be located on the first floor at 400 E. Lincoln, Birmingham, MI. The Design/Build Team shall transform the first floor of the existing building into a senior center that supports recreational, educational, wellness, social, and administrative functions while preserving and enhancing the value of the existing building. The renovated first floor shall provide safe, efficient, sustainable, and fully accessible spaces that comply with all applicable federal, state, and local codes and regulations. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP). For purposes of this RFP the City of Birmingham will hereby be referred to as “City” and the Design/Build team will hereby be referred to as “Contractor.”

The City purchased the building at 400 E. Lincoln in 2023 for the purpose of providing Next with a permanent home for providing senior services on June 1, 2027. Also in 2023, Birmingham voters approved a senior millage to fund the anticipated repairs, renovations, upgrades and cosmetic enhancements for the building to allow Next to continue to provide senior services to our residents in their new permanent home.

In January 2026, the City Commission approved the hiring of Neumann Smith to proceed with design plans/bridge documents for the renovation of the existing building for use by Next. The design plans/bridge documents were paid for by the senior millage fund. Given the level of funding from the senior millage, approximately $3.5 million, it was determined that this would only provide sufficient funding to update the first floor of the building. Next entered into a lease with the City for only the first floor of the building in alignment with the City’s budgetary constraints. The proposed renovations will include ADA compliance, access improvements, code updates as required, updated paint, lighting, flooring and other aesthetic improvements. Minimal changes to the floor plan are proposed. There are plans to subdivide the current fitness space into several multipurpose rooms, and other minor modifications as shown on the design plans/bridge documents prepared by Neumann Smith, attached as Exhibit A. The remainder of the building, including the lower level containing the pool, locker rooms and exercise space and the second floor mezzanine space are not included in the renovations proposed under this RFP, but will be part of a future renovation project.

Through this RFP process, the City is soliciting proposals from qualified Design/Build teams to provide professional architectural, engineering, and construction services for the renovation of the first floor of the former YMCA building into a modern, accessible, and welcoming senior center. The selected Design/Build Team shall be responsible for preparing construction documents from the bridge documents attached, obtaining all required permits and approvals, constructing the project, commissioning building systems, and providing post-construction services through final acceptance by the end of May 2027 for a Guaranteed Maximum Price (“GMP”). Full access to the building for

construction purposes will be available September 1, 2026, and the YMCA (current tenant) is willing to provide access as needed prior to that date.

It is anticipated the selection of a firm will be completed by August 24, 2026. A signed Agreement will be required to be submitted as part of the Contractor's response to this RFP. Responses without a returned signed Agreement will be considered non-responsive. Contract services will commence upon execution of the service agreement by the City.

During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to solicit bid proposals from qualified professional firms to provide Design/Build services, including the preparation of full construction documents from the bridge documents attached as Attachment A and to complete construction in accordance with the approved construction documents by the end of May 2027 for a Guaranteed Maximum Price ("GMP"). The City seeks Design/Build Teams with demonstrated experience in the renovation of existing public buildings, adaptive reuse projects, senior centers, community centers, municipal facilities, and/or occupied building renovations. The team shall demonstrate expertise in architecture, engineering, construction management, cost estimating, scheduling, accessibility compliance, historic or existing building renovations, sustainable design, and public-sector project delivery. Experience delivering Design/Build municipal projects of similar size, complexity, and budget is strongly preferred.

MANDATORY PRE-BID MEETING

Prior to submitting a bid, interested firms are required to attend a mandatory pre-bid meeting to conduct an on-site visit of the location and to make inquiries about the RFP. The pre-bid meeting will be held on July 28, 2026 at 11:30 AM, at 400 E. Lincoln Road, Birmingham. Please register for the pre-bid meeting via email to jecker@bhamgov.org by July 27, 2026.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 3:00 PM on Aug 10, 2026 to:

City of Birmingham
Attn: City Clerk
151 Martin Street
Birmingham, MI 48009

One (1) original and one (1) hard copy of the proposal shall be submitted along with one digital copy of the proposal saved as a PDF. All materials included in the proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"DESIGN- BUILD AT 400 E. LINCOLN"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements of this RFP.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to Jana L. Ecker via email to JECKER@BHAMGOV.ORG or delivered in person to 151 Martin Street, Birmingham, MI, 48009. Such request for clarification shall be delivered, in writing, no later than noon on August 4, 2026. Responses to request for clarification questions will be issued to all known bidders no later than noon on August 7, 2026.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone and fax number. The

Contractor shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Related experience with projects of similar nature and scope (40%)
2. Personnel qualifications and background of key employees of Contractor and subcontractors (25%)
3. Overall Costs (25%)
4. References (10%)

Those respondents deemed best qualified will be invited to participate in an interview with the evaluation panel and/or the City Commission. Invitation(s) to interview will be issued on August 17, 2026, and will provide all interview requirements and the date and time of the interview(s). The purpose of the interview(s) is to ensure a full understanding of the RFP responses, meet key members of the Design/Build Team, and provide the City and the public with the opportunity to assess candidates and discuss the project award. The City Commission will make the final decision and award the contract to the selected Contractor after all interviews are completed.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The City reserves the right to terminate the Agreement at its discretion should it be determined that the services provided do not meet the specifications contained herein. Termination can be with or without cause. Written notice to terminate the Agreement will be provided. The City may terminate this RFP and/or Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage of the Agreement once entered, the City agrees to pay Contractor for services rendered up to the time of notice, subject to the Agreement maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.

6. The successful contractor may be required to furnish a Performance Bond in an amount not less than 10% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

7. Any contingency amount may be used to cover costs of unforeseen job conditions, omission of the estimate and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Costs of the Work but are not the basis for a change order. Any contingency shall be used with the City's and the Contractor's concurrence only, which shall not be unreasonably withheld. No contingency shall be used for the repair or replacement of work due to the Contractor's negligence or error.

8. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of the Agreement.

9. The Contractor will not exceed the timelines established for the completion of this project.

10. The successful contractor shall enter into and will execute the contract as set forth and attached as Attachment A, and submit same with their proposal by the August 10, 2026 3:00 PM deadline.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
   a. Executed Agreement (Attachment B)
   b. Bidder's Agreement (Attachment C)
   c. Cost Proposal (Attachment D)
   d. Vendor's Certification (Attachment E).

2. Provide a description of three (3) completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, in a timely manner, and within budget. Indicate the name(s) of team members involved in each project.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.

4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project. Indicate the names and anticipated roles of team members for this project, and note main project contact person.

5. Provide a list of sub-contractors and their qualifications, if applicable.

6. Provide three (3) client references from past projects, include current telephone numbers. At least two (2) of the client references should be for projects utilizing a similar scope and materials included in the Contractor's proposal.

7. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.

8. The Contractor will be responsible for obtaining ~~getting~~ the building and engineering permits from the City. Permits will be issued free of charge to the selected Contractor.

9. The successful Contractor shall provide a Performance Bond in an amount not less than 10% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.

10. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts and to inspect and verify any work performed by the Contractor.

2. The City will provide access to the City of Birmingham staff during regular business hours or during nights and weekends as approved by the City's designated representative.

3. The City will coordinate access to 400 E. Lincoln through August 31, 2026 while the building is still being leased by the YMCA. The City will provide full access to the building and property at 400 E. Lincoln from September 1, 2026 through to completion of project.

SETTLEMENT OF DISPUTES

The successful Contractor agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 20 of the Agreement attached as Attachment B for the details and what is required of the successful bidder.

INSURANCE

The successful Contractor is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement attached as Attachment B for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

All bidders are required to execute the Agreement and submit same as part of their proposals due by August 10, 2026, and to furnish all insurance coverages as specified within ten (10) days after City's execution of the Agreement. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the Agreement shall be considered an abandonment of all rights and interest in the award and the contract may be awarded to another. The successful Contractor agrees to enter into and will execute the Agreement as set forth and attached as Attachment B.

INDEMNIFICATION

The successful Contractor agrees to indemnify the City and various associated persons. Please refer to paragraph 11 of the Agreement attached as Attachment B for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful Contractor is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 17 of the Agreement attached as Attachment B for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROJECT TIMELINE

DATE	TIME	EVENT
July 17, 2026		DESIGN/BUILD RFP Issued
July 28, 2026	11:00 AM	Pre-bid walk through
August 4, 2026	NOON	Deadline for written submission of questions
August 10, 2026	**3pm**	**Deadline for submission of proposals from DESIGN/BUILD candidates**
August 17, 2026		Notification of short-listed candidates
August 24, 2026/September 14, 2026		Interviews of short-listed firms at City Commission meeting, potential for Design/Build contract award
September 21, 2026		Project Kick Off
May 26, 2027		Desired Construction Completion with Certificate of Occupancy approved

The Contractor will not exceed the timelines established for the completion of this project.

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein.

Task 1 – Project Initiation

The Design/Build Team shall conduct a project kickoff meeting with City staff to review the project goals, project bridge documents, budget, schedule, communication protocols, and project expectations. The Design/Build Team shall prepare a detailed Project Management Plan identifying project milestones, permitting activities, procurement, construction phases, commissioning, occupancy and project closeout including identifying all decision points, quality control procedures, cost management strategies, and communication protocols.

Task 2 – Design Development

The Design/Build Team shall review all existing drawings, reports, studies, and available building information and shall evaluate the structural, architectural, mechanical, electrical, plumbing, fire protection, technology, and civil infrastructure systems to determine their suitability for reuse or replacement. The Team shall identify deficiencies, hazardous materials requiring remediation, code compliance issues and other conditions affecting the project. The Design/Build Team shall prepare the final architectural and engineering design for the renovation based on the bridge documents provided.

The Design/Build Team shall conduct design review meetings with City staff as needed.

Task 4 – Construction Documents

The Design/Build Team shall prepare complete construction drawings and technical specifications suitable for permitting and construction. The documents shall include all architectural, structural, civil, mechanical, electrical, plumbing, fire protection, information technology, security, and audiovisual improvements required to complete the project. The Team shall coordinate all disciplines to ensure complete and conflict-free construction documents.

Task 5 – Cost Estimating, Value Engineering and Guaranteed Maximum Price

Throughout the process, the Design/Build Team shall prepare detailed cost estimates and develop a Guaranteed Maximum Price (“GMP”) reflecting entire cost, scope of work and quality intent to ensure that the project remains within the City's established budget. When necessary, the Team shall prepare value engineering recommendations that reduce project costs while maintaining the functional, operational, aesthetic, and long-term maintenance objectives established by the City. The Design/Build Team shall work with City staff to submit and present final construction plans and costs to the City Commission for final approval.

Task 6 – Permitting and Regulatory Approvals

The Design/Build Team shall prepare and submit all documents necessary to obtain required permits and approvals from applicable regulatory agencies. The Team shall coordinate with the City, utility providers, and governmental agencies throughout the review process and shall respond to review comments as necessary and in a timely manner.

Task 7 – Construction Services

The Design/Build Team shall furnish all labor, materials, equipment, field supervision, logistical planning and subcontractors necessary to complete the renovation in accordance with the approved construction documents, including but not limited to, pre-

construction services, construction, construction management, design construction administration, coordination of subcontractors, quality control and meeting all time and schedule deadlines. **Bidder accepts all scheduled deadlines as time is of the essence.** Construction services shall include selective demolition, hazardous material remediation as required, structural modifications, building envelope improvements, interior renovations, mechanical, electrical, plumbing, fire protection, technology and security systems, accessibility improvements, site improvements, weekly construction meetings and all other work necessary to deliver a complete and operational facility to provide senior services on the first floor of the building.

The Design/Build Team shall maintain a safe construction site, coordinate construction activities to minimize disruption to adjacent properties, and comply with all applicable safety regulations.

Task 8 – Project Controls and Construction Administration

The Design/Build Team shall provide full-time project management throughout construction. **Bidder accepts all scheduled deadlines as time is of the essence.** The Team shall prepare and maintain detailed construction schedules, monthly progress reports, updated cost reports, and payment applications. The Team shall coordinate inspections, manage subcontractors, review shop drawings, respond to requests for information, prepare change order documentation, and conduct regular progress meetings with City representatives.
The Team shall implement quality assurance and quality control procedures to ensure that all work complies with contract requirements.

Task 9 – Commissioning and Project Closeout
Upon completion of construction, the Design/Build Team shall commission all building systems to verify proper operation and performance. The Team shall conduct comprehensive inspections, correct identified deficiencies, and provide all required testing and balancing documentation.

The Team shall provide complete operation and maintenance manuals, equipment warranties, as-built drawings, record documents, and training for City staff regarding the operation and maintenance of building systems.

The Design/Build Team shall assist the City through final occupancy, substantial completion, final completion, and warranty acceptance.

Task 10 – Warranty Services

The Design/Build Team shall provide warranty services during the contract warranty period. Warranty services shall include responding to warranty claims, correcting deficiencies attributable to design or construction, participating in warranty inspections, and completing all corrective work in a timely manner.

ATTACHMENT A – BRIDGE DOCUMENTS

BIRMINGHAM NEXT

400 E LINCOLN ST
BIRMINGHAM, MI 48009

OWNER

CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009
(248) 530-1800

ARCHITECT

NEUMANN/SMITH ARCHITECTURE
400 GALLERIA OFFICENTRE, SUITE 555
SOUTHFIELD, MI 48034
248.352.8310

GENERAL BRIDGING DOCUMENT NOTES:

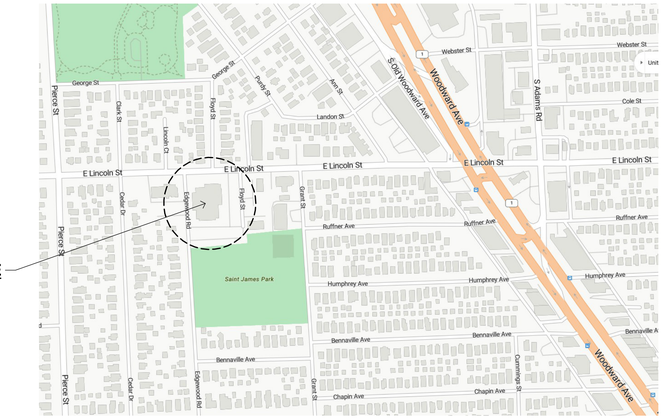
- CONTRACTOR TO VERIFY IN FIELD ALL EXISTING BUILDING CONDITIONS AND IDENTIFY ANY POTENTIAL ISSUES OF CONCERN WITH THE FACILITY DESIGN, IF DESIGN IS AFFECTED.
- CONTRACTOR AND OWNER SHALL COORDINATE ALL FURNITURE POWER AND INSTALLATION REQUIREMENTS WITH OWNER'S FURNITURE VENDOR.
- CONTRACTOR AND OWNER SHALL COORDINATE ALL AUDIO-VISUAL, SECURITY, ACCESS CONTROL, AND IT POWER AND INSTALLATION REQUIREMENTS WITH OWNER AND OWNER'S VENDOR(S).
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING IT BACKBONE (PATHWAYS AND BOXES). OWNER & OWNER'S VENDOR(S) SHALL COMPLETE WIRING AND TERMINATIONS.
- CONTRACTOR IS RESPONSIBLE FOR BRINGING FIRE ALARM SYSTEM UP TO CURRENT CODES AS NOTED ON CODE COMPLIANCE ANALYSIS.
- CONTRACTOR IS RESPONSIBLE FOR FULL MECHANICAL, PLUMBING, ELECTRICAL, AND LIGHTING SYSTEM DESIGN AND BRINGING SYSTEMS UP TO CURRENT CODES FOR SCOPE OF WORK AREA ONLY.
- CONTRACTOR IS RESPONSIBLE FOR FULL FIRE SUPPRESSION DESIGN AND ENGINEERING FOR THE SCOPE OF WORK AREA. FLOW TEST INFORMATION TO BE PROVIDED BY OWNER.
- SCOPE OF WORK AREA IS MAINLY LIMITED TO GROUND FLOOR. UPPER LEVELS, ROOF, AND BASEMENT ARE EXCLUDED FROM SCOPE OF WORK UNLESS REQUIRED FOR WORK NOTED ABOVE TO BE DETERMINED BY CONTRACTOR.
- CONTRACTOR TO RETAIN STRUCTURAL ENGINEER FOR DESIGN AND ENGINEERING AS REQUIRED TO COMPLETE SCOPE OF WORK.
- THIS PROJECT IS MAINLY AN INTERIOR RENOVATION. IF CONTRACTOR'S WORK REQUIRES EXTERIOR SITE WORK, CONTRACTOR IS RESPONSIBLE FOR RESTORING SITE TO MATCH EXISTING CONDITIONS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, LAWN, PLANTING BEDS, AND OTHER FEATURES.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING CODE-REQUIRED SIGNAGE. COORDINATE TYPES AND STANDARDS WITH OWNER.
- CONTRACTOR TO INCLUDE 4 DIGITAL RENDERINGS (1 EXTERIOR, 3 INTERIOR) OF THE PROJECT IN THE BASE BID TO BE TURNED OVER TO THE OWNER.

ADD ALTERNATES FOR PRICING:

1. NEW EXTERIOR WINDOWS: ALL WORK ASSOCIATED WITH THE TWO NEW WINDOWS IN MULTI-PURPOSE 125A AND 125B TO BE PRICED AS AN ADD ALTERNATE TO THE BASE BID.
2. SECURITY CAMERAS: PROVIDE (12) TOTAL SECURITY CAMERAS TO BE HARDWIRED INTO BUILDING AS AN ALTERNATE TO THE BASE BID. COORDINATE FINAL LOCATIONS AND TIE-INS WITH OWNER.
3. METERING: FINAL INSTALLATION IS TO METER SERVICES SO THAT EACH LEVEL IS METERED SEPARATELY. PRICE AS AN ADD ALTERNATE TO THE BASE BID.
4. PROVIDE NEW EXTERIOR CONCRETE PATIO OVER GRAVEL BASE IN NORTHWEST CORNER OF BUILDING OUTSIDE CIRCULATION 111. COORDINATE EXTENTS WITH OWNER AND CONNECTION TO SIDEWALK AT DOOR 111.

INDEX OF DRAWINGS

NO.	SHEET TITLE
	07.10.2026 DESIGN BRIDGING DOCUMENTS
	GENERAL
A000	TITLE SHEET
	ARCHITECTURAL
AC101	FIRST FLOOR CODE COMPLIANCE PLAN
AD101	FIRST FLOOR DEMOLITION PLAN
AD201A	FIRST FLOOR DEMOLITION PLAN - AREA A
AD201B	FIRST FLOOR DEMOLITION PLAN - AREA B
AD201C	FIRST FLOOR DEMOLITION PLAN - AREA C
AD301	FIRST FLOOR REFLECTED CEILING DEMO PLAN
AD321A	REFLECTED CEILING DEMOLITION PLAN - AREA A
AD321B	REFLECTED CEILING DEMOLITION PLAN - AREA B
AD321C	REFLECTED CEILING DEMOLITION PLAN - AREA C
A101	FIRST FLOOR COMPOSITE PLAN
A201A	ENLARGED FLOOR PLAN - AREA A
A201B	ENLARGED FLOOR PLAN - AREA B
A201C	ENLARGED FLOOR PLAN - AREA C
A251	ENLARGED TOILET PLANS
A301	FIRST FLOOR COMPOSITE REFLECTED CEILING PLAN
A321A	ENLARGED REFLECTED CEILING PLAN - AREA A
A321B	ENLARGED REFLECTED CEILING PLAN - AREA B
A321C	ENLARGED REFLECTED CEILING PLAN - AREA C
A601	INTERIOR ELEVATIONS
A602	INTERIOR ELEVATIONS
A603	INTERIOR ELEVATIONS
A604	INTERIOR ELEVATIONS
A621	INTERIOR SECTION DETAILS
A701	MILLWORK PLANS, SECTIONS, & DETAILS
A702	MILLWORK DETAILS
A800	FINISH KEY
A801	TRANSITION DETAILS
A802	FIRST FLOOR FINISH PLAN
A803	ENLARGED FINISH PLAN
A851	FIRST FLOOR FURNITURE PLAN
A901	DOOR SCHEDULE



TRUE NORTH

SITE MAP

NEUMANN SMITH architecture
400 Galleria Officentre, Ste 555
Southfield, Michigan 48034
p / 248.352.8310
www.neumannsmith.com

Next BIRMINGHAM A WALKABLE CITY

BIRMINGHAM NEXT
YMCA BUILDING RENOVATION
400 E Lincoln St,
Birmingham, MI 48009

Seal

DESIGN BRIDGING DOCUMENT STATEMENT
THESE DRAWINGS ARE FOR COMMUNICATION OF DESIGN INTENT AND TO ESTABLISH SCOPE OF WORK ONLY. THESE DRAWINGS ARE NOT SUITED OR INTENDED TO BE PERMIT DRAWINGS NOR ARE THEY FOR FABRICATION.

Revisions

07.10.2026 Design Bridging Documents

DO NOT SCALE
Use figured dimensions only

N/S Project Number: **2026009**

Title
TITLE SHEET

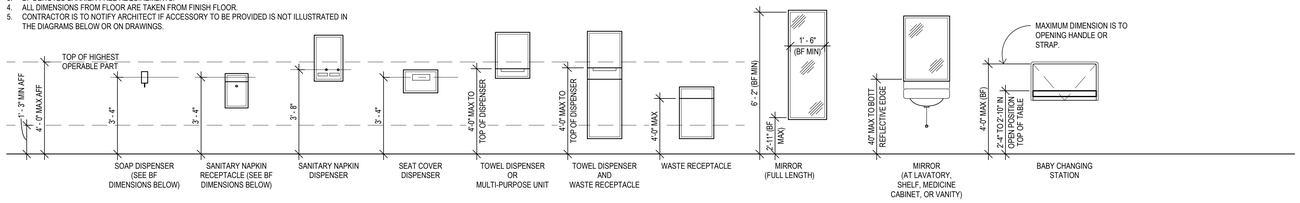
Sheet
A000

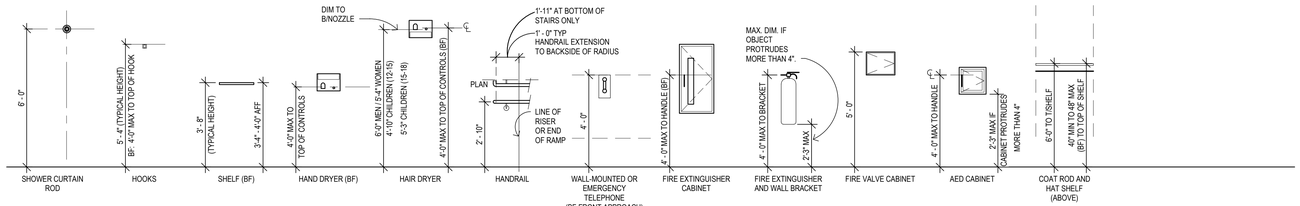
NOT FOR CONSTRUCTION

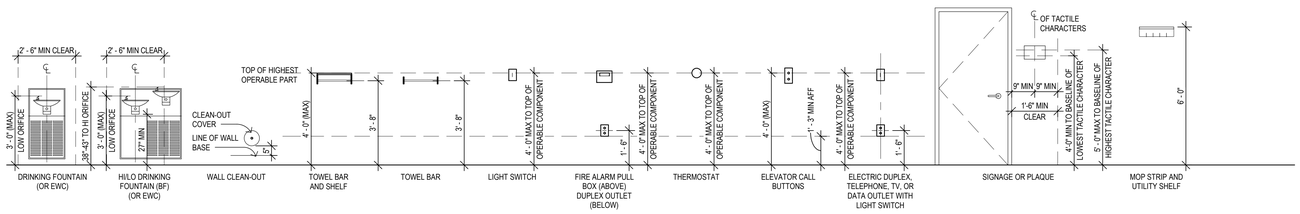
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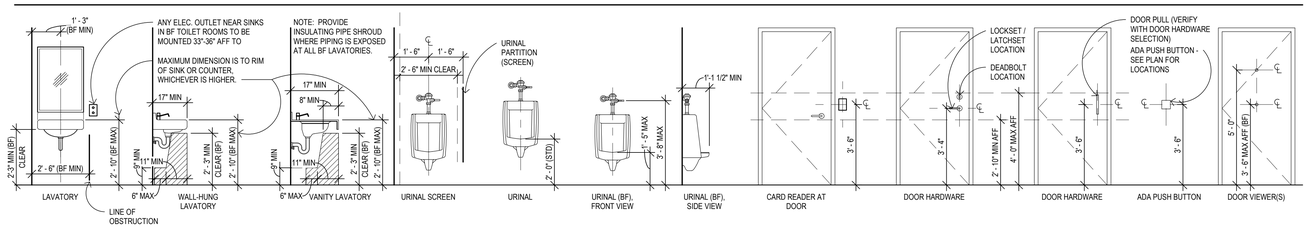
TYPICAL MOUNTING HEIGHT LEGEND

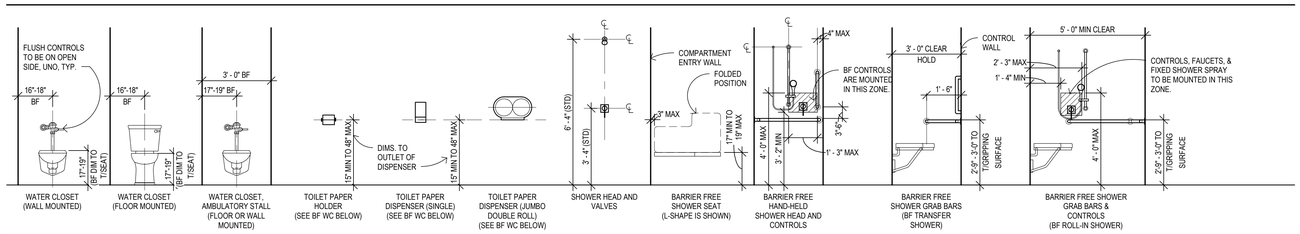
GENERAL NOTES:
1. MOUNTING HEIGHTS SHOWN ARE PROPOSED FOR ALL ACCESSORIES AND FIXTURES REQUIRED UNLESS OTHERWISE NOTED OR DIMENSIONED ON DRAWINGS FOR SPECIFIC CONDITIONS.
2. PROVIDE IN-WALL BLOCKING FOR ALL WALL-MOUNTED COMPONENTS.
3. BF DENOTES BARRIER-FREE REQUIREMENTS.
4. ALL DIMENSIONS FROM FLOOR ARE TAKEN FROM FINISH FLOOR.
5. CONTRACTOR IS TO NOTIFY ARCHITECT IF ACCESSORY TO BE PROVIDED IS NOT ILLUSTRATED IN THE DIAGRAMS BELOW OR ON DRAWINGS.

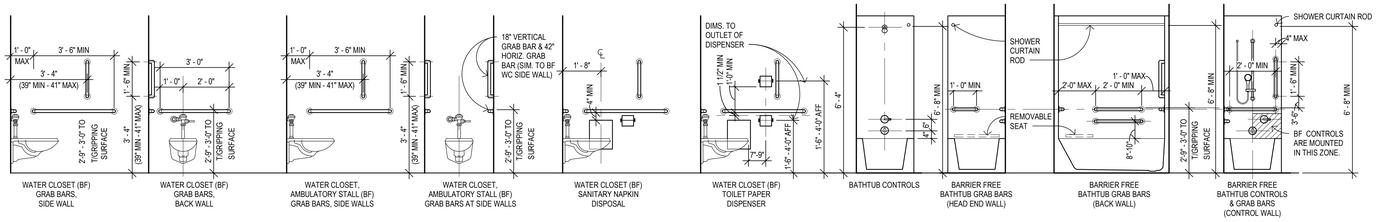












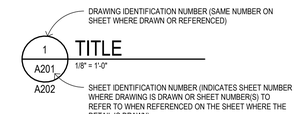
NOTE: DIAGRAM AND DIMENSIONS GIVEN ARE FOR A BATHTUB WITHOUT A PERMANENT SEAT. REQUIREMENTS SHOULD BE CONFIRMED FOR BATHTUBS WITH A PERMANENT SEAT.

STANDARD ABBREVIATIONS

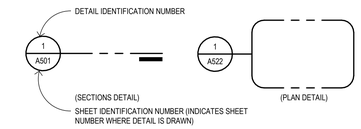
ACP	ACOUSTIC CEILING PANEL	CW	COLD WATER	FAB	FABRIC	IIC	IMPACT ISOLATION CLASS	NIC	NOT IN CONTRACT	RF	RUBBER FLOORING	UL	UNDERWRITER'S LABORATORY
ADD	ADDENDUM			FD	FLOOR DRAIN	IN	INCH, INCHES	NTS	NOT TO SCALE	RO	ROUGH OPENING	UNO	UNLESS NOTED OTHERWISE
AESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	DCMU	DECORATIVE CONCRETE MASONRY UNIT	FE	FIRE EXTINGUISHER	INCL	INCLUDING, INCLUSIVE			RP	RESIN PANEL	UPH	UPHOLSTERY
		DEFS	DIRECT-APPLIED EXTERIOR FINISH SYSTEM	FEC	FIRE EXTINGUISHER CABINET	INSUL	INSULATION	OC	ON CENTER	RTR	RESILIENT TREADS/RISERS	UR	URINAL
AFF	ABOVE FINISHED FLOOR			FHC	FIRE HOSE CABINET			OD	OUTSIDE DIAMETER				
ALT	ALTERNATE	DEMO	DEMOLISH, DEMOLITION	FDN	FOUNDATION	JC	JANITOR'S CLOSET	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED	SF	SPORT FLOORING	VCT	VINYL COMPOSITION TILE
ALUM	ALUMINUM	DF	DRAPERY FABRIC	FRP	FIBERGLASS REINFORCED PANEL			OFOI	OWNER FURNISHED, OWNER INSTALLED	SIM	SIMILAR	VERT	VERTICAL
ANOD	ANODIZED	DIA	DIAMETER	FRT	FIRE RETARDANT TREATED	LAV	LAVATORY	OPP	OPPOSITE	SPEC	SPECIFICATION	VIF	VERIFY IN FIELD
AP	ACRYLIC PANELS	DIM	DIMENSION	FT	FOOT, FEET	LF	LINEAL FOOT / FEET			SQFT	SQUARE FEET		
		DN	DOWN	FWC	FABRIC WALL COVERING	LIN	LINOLEUM	P	PAINT	SS	STAINLESS STEEL	WC	WATER CLOSET
BD	BOARD	DS	DOWNSPOUT	FWP	FABRIC WRAPPED PANEL	LLH	LONG LEG HORIZONTAL	PFN	PRE-FINISHED	SSM	SOLID SURFACE MATERIAL	WD	WOOD
BF	BARRIER FREE	DW	DISHWASHER	FWTP	FABRIC WRAPPED TACKABLE PANEL	LLV	LONG LEG VERTICAL	PL	PLASTIC LAMINATE	STC	SOUND TRANSMISSION COEFFICIENT	WDB	WOOD BASE
BLDG	BUILDING	DWG(S)	DRAWING(S)			LTS	LINOLEUM TACKABLE SURFACE	PSF	POUNDS PER SQUARE FOOT	ST	STONE	WDF	WOOD FLOORING
BOS	BOTTOM OF STEEL			GA	GAUGE	LVT	LUXURY VINYL TILE	PSI	POUNDS PER SQUARE INCH	STN	STAIN	WLC	WALL COVERING
BULL	BULLETIN	EA	EACH	GALV	GALVANIZED			PVC	POLYVINYL CHLORIDE			WPFG	WATERPROOFING
		EIFS	EXTERIOR INSULATION AND FINISH SYSTEM	GB	GYPSUM BOARD	MAT	ENTRANCE MAT			T	TILE (CERAMIC, PORCELAIN)	WP	WORK POINT
CB	CONCRETE BRICK			GFRC	GLASS FIBER REINFORCED CONCRETE	MAX	MAXIMUM	QSSM	QUARTZ SOLID SURFACING MATERIAL	TB	TILE BASE (CERAMIC, PORCELAIN)	WD	WOOD
CG	CORNER GUARD	EJ	EXPANSION JOINT	GL	GLASS	MB	MARKER BOARD	QT	QUARRY TILE	TBD	TO BE DETERMINED		
CJ	CONTROL JOINTS	EL	ELEVATION	GLBL	GLASS BLOCK	MECH	MECHANICAL	QTB	QUARRY TILE BASE	T&G	TONGUE AND GROOVE		
CL	CENTER LINE	EM	EMERGENCY	GLT	GLASS TILE	MFR	MANUFACTURER	QZ	QUARTZ, NATURAL STONE	THK	THICKNESS		
CLG	CEILING	EOS	EDGE OF SLAB	GMB	GLASS MARKER BOARD	MIN	MINIMUM			THOLD	THRESHOLD		
CLO	CLOSET	EQ	EQUAL			MISC	MISCELLANEOUS			TOS	TOP OF STEEL		
CMU	CONCRETE MASONRY UNIT	EQUIP	EQUIPMENT	HM	HOLLOW METAL	MJ	MOVEMENT JOINT	RB	RESILIENT BASE	TRANS	TRANSPARENT		
COL	COLUMN	EWC	ELECTRIC WATER COOLER	HW	HOT WATER	MO	MASONRY OPENING	REF	REFRIGERATOR	TYP	TYPICAL		
CONC	CONCRETE	EX	EXISTING	HORZ	HORIZONTALLY	MTL	METAL	REINF	REINFORCED, REINFORCING	TZ	TERRAZZO		
CONC-S	CONCRETE – SEALED	EXIST	EXISTING	HPC	HIGH PERFORMANCE COATING	MW	MICROWAVE OVEN	REQD	REQUIRED	TZT	TERRAZZO TILE		
CPT	CARPET	EXP	EXPANSION	HT	HEIGHT			RES	RESILIENT FLOORING				
CPTB	CARPET BASE					NAF	NO ADDITIONAL FINISH	RD	ROOF DRAIN				

REFERENCE SYMBOLS

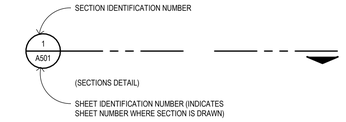
DRAWING (DETAIL, SECTION, ELEVATION, ETC.) IDENTIFICATION



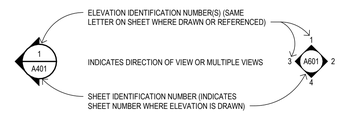
DETAIL LOCATION INDICATION



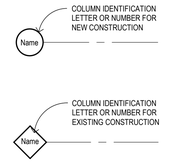
SECTION LOCATION INDICATION



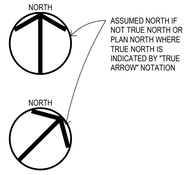
ELEVATION INDICATION



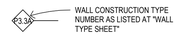
COLUMN INDICATION



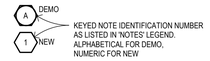
NORTH INDICATION



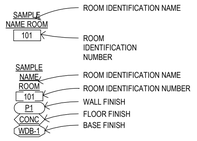
WALL TYPE INDICATION



KEYED NOTE INDICATION



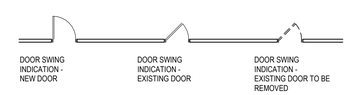
ROOM NAME & NUMBER



DOOR INDICATION



DOOR INDICATION



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400 Galleria Officentre, Ste 555
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Seal

DESIGN BRIDGING DOCUMENT STATEMENT
THESE DRAWINGS ARE FOR COMMUNICATION OF DESIGN INTENT AND TO ESTABLISH SCOPE OF WORK ONLY. THESE DRAWINGS ARE NOT SUITED OR INTENDED TO BE PERMIT DRAWINGS NOR ARE THEY FOR FABRICATION.

Revisions

07.10.2026 Design Bridging Documents

DO NOT SCALE
Use figured dimensions only

N/S Project Number: **2026009**

Title
ARCHITECTURAL DRAWING STANDARDS

Sheet
A011

NOT FOR CONSTRUCTION

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SPECIFICATION SCOPING NOTES:

NOTE: REFER TO REST OF DRAWING SET FOR OTHER PRODUCTS & MANUFACTURERS NOTED DIRECTLY ON DRAWINGS

HAZARDOUS MATERIAL STATEMENT
Owner shall provide available hazardous material reports to Contractor. Contractor shall assume that contaminated materials exist in building and coordinate as necessary with Owner as to their whereabouts and any required removals.
This building was built prior to 1978, therefore the Contractor will assume that all existing painted surfaces may be contaminated and plan their work accordingly.
Include within the Work any remediation efforts, removal efforts, abatement, testing, monitoring, and disposal required to comply with all applicable, local, state and federal regulations.
The Contractor is responsible for compliance with all requirements related lead containing paint.

INTERIOR ARCHITECTURAL WOODWORK
Comply with AWI / AWMAC / WI (AWS) Section 10 – Casework, unless more stringent requirements are indicated. (Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016)).
Grade: Custom
Construction: Flush overlay
MATERIALS
A. Provide materials that comply with requirements of the AWS Woodwork Standards for each type of lumber, panel product, woodwork and quality grade indicated, and where the following products are part of woodwork with requirements of the referenced product standards, that apply to product characteristics indicated.
1. Hardboard: ANSI A135.4.
2. High Pressure Laminate: NEMA LD 3.
3. Wood Particleboard: ANSI A208.1.
4. Medium-Density Fiberboard: ANSI A208.2.
5. Softwood Plywood: PS 1.
B. High Pressure Decorative Laminates: Comply with referenced standard and provide colors matching selections on Room Finish Schedule. Acceptability of any manufacturer is contingent upon availability of patterns, colors, sheens and textures matching selections as acceptable to Architect.
C. Hardwood Plywood: All hardwood plywood is to be veneer core unless otherwise indicated. Comply with AWI/AWMAC/WI (AWS) and HPVA HP-1.
D. Moisture Resistant Particleboard: ANSI A208.1, Moisture resistant grade (MR10), industrial M3 or M2 grade.
1. Products: Subject to compliance with requirements, provide one of the following:
a. SierraPine Composite Solutions; Encore MR50
b. Woodgrain; MR 10
E. Moisture Resistant Medium Density Fiberboard: ANSI A208.2 Moisture resistant industrial grade medium density fiberboard, Grade 150.
1. Products: Subject to compliance with requirements, provide one of the following:
a. SierraPine Composite Solutions; Medex
b. Georgia-Pacific; UltraStock-MR
HARDWARE & ACCESSORIES
A. General: Provide cabinet hardware and accessory materials associated with architectural Cabinets.
1. Coordinate contractors for templating of electrical components installed in millwork.
B. Hardware Standard: Comply with BHMA A156.9 for items indicated by reference to BHMA numbers or referenced to this standard.
C. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA code number indicated.
1. Satin Chromium Plated: BHMA 626 for brass or bronze base metal; BHMA 652 for steel base metal
D. For concealed hardware provide manufacturer's standard finish that complies with product class requirements of BHMA A156.9.
E. Provide other hardware necessary for complete millwork installation, including but not limited to the following:
1. Bumpers (silencers) for doors and drawers
2. Door & drawer locks as required by owner
3. Pulls (Richelieu, Model 5632 Modern Metal Pull, Metal Chrome Finish)
4. Drawer Slides – Full extension type, zinc finish, extra heavy duty capacity (BOD: Accuride 3832EC and 4032)
5. Hinges: Concealed, 170 degree opening (Blum Clip 170 Series)
6. PVC Edge banding at laminate counter edges, doors and drawer edges
7. Concealed Counter Brackets (BOD: A&M Hardware, 2" Concealed Flat Brackets C & EC models, Sizes as noted in drawings, Black)
8. Manufactured Vanity Supports (BOD: A&M Hardware, ADA Vanity Bracket with spring clips, ADA 23, Black)
9. Cleat Support Bracket (BOD: A&M Hardware, Cleat Support Bracket, White)
10. Grommets (BOD: Mockett, 2" round, locations and sizes confirmed by owner in field)
11. Partial Height Wall Framing Support (BOD ClarkDietrich Pony Wall (PW))

GLAZED ALUMINUM FRAMING
Exterior Aluminum Thermally-Broken Storefront Framing
- Basis of Design: Kawneer, Trifab Versaglaze 451T (2" sightline)
- Finish: AAMA 2605 fluropolymer 2-coat system, (Extra Dark Bronze)
- Use: Exterior Windows at Multi-Purpose Room (refer to Add Alternate)

Interior Aluminum Non-Thermal Storefront Framing System
- Basis of Design: Kawneer, Trifab Versaglaze 451T (Verify - match existing sightline & glazing)
- Finish: AAMA 2605 fluropolymer 2-coat system, (Extra Dark Bronze)
- Use: As indicated in documents in specific locations

Interior Aluminum Framing System
- Basis of Design: Special Lite, Omega
- Finish: Class II, Color Anodized (Extra Dark Bronze)
- Use: Typical pre-finished interior aluminum framing. Refer to door schedule.
- Local Rep: Jeff Blackford, Eisen Group 810.772.8659

HOLLOW METAL DOORS & FRAMES
Acceptable Manufacturers: Ceco Door, Curries, Mesker MBM, Republic Doors, Steelcraft
Note: Provide rust-inhibiting primer complying with ANSI/SDI A250.10, door manufacturer's standard

Interior Doors, Non-Fire-Rated:
Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
Level 2 - Heavy-duty.
Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.
Model 2 - Seamless.
Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.

Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
Frame Metal Thickness:
Openings up to and including 4'-0": 16 gage, 0.053 inch
Openings greater than 4'-0": 14 gage, 0.067 inch.
Acoustic Insulation: Where frames are in walls indicated to receive acoustic batt insulation, fill frame with unfaced fiberglass or mineral wool batt insulation complying with ASTM C665.

FLUSH WOOD DOORS
Acceptable manufacturers: Forte, VT Industries

Quality Standard: Premium Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS)

Non-Rated Solid Core and 20 Minute Rated Doors: Type structural composite lumber core (SCLC), 5 ply and faces as indicated on finish key. Doors to be pre-finished.

GLAZING
INSULATING GLAZING UNITS
Acceptable Manufacturers: Guardian, Viracon, Vitro
Vision glass, insulated, double glazed.
1. Applications: Exterior glazing unless otherwise indicated.
2. Space between lites filled with argon. Warm edge spacer, black.
3. Outboard Lite: Annealed float glass, 1/4 inch thick, nominal.
a. Tint: Clear.
b. Coating: Low-E coating, on #2 surface.
1) Basis of Design: Guardian Glass; SNX 660+
4. Air space size: 1/2 inch, nominal.
5. Inboard Lite: Annealed float glass, 1/4 inch thick, nominal.
a. Tint: Clear.
6. Total Thickness: 1 inch.
7. Thermal Transmittance (U-Value), Winter - Center of Glass: Not greater than 0.238.
8. Visible Light Transmittance (VLT): 60 percent, nominal.
9. Shading Coefficient: 0.28, nominal.
10. Solar Heat Gain Coefficient (SHGC): 0.24, nominal.

INTERIOR VISION GLAZING
Glass Type: Annealed float glass.
1. Temper glass where indicated or required for compliance with safety glass regulations or recommended by manufacturer/fabricator for size or thermal stress.
Tint: Clear.
Thickness: As indicated on Drawings and as required by Code

GYPSUM WALL BOARD, FRAMING, & ACCESSORIES
FRAMING:
Metal Framing: Install in accordance with ASTM C754 , AISI S220, and manufacturer's instructions.

Nonstructural Framing System Components: AISI S220; galvanized sheet steel, minimum G40, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf. CONTRACTOR IS RESPONSIBLE FOR VERIFYING GAUGE AND DEPTHS REQUIRED TO MEET DEFLECTION CRITERIA.

Minimum thickness for walls receiving tile or stone facing: 0.0329 inches (20 gage structural, 33 mil). 20 EQ is NOT acceptable for this application.

BOARD MATERIALS
Comply with ASTM C840, GA-216, and manufacturer's instructions

Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut. Provide gypsum board in thickness indicated, or if not otherwise indicated, in 5/8 inch thickness, type X.

ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325. Provide at all locations with wall tile.

Mold Resistance: Score of 10, when tested in accordance with ASTM D3273. Mold-resistant board is required at all exterior walls and gypsum board walls/ceilings located in kitchen and toilet rooms. Provide board in thickness indicated, or if not otherwise indicated, in 5/8 inch thickness, type X.

BOARD ACCESSORIES:
Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: As required to fill stud cavity.

Interior Finishing Accessories: ASTM C1047, galvanized steel, rolled zinc, rigid plastic, or vinyl, PVC based composite, unless otherwise indicated. Provide with either knurled or perforated expanded flanges for nailing or stapling, and beaded for concealment of flanges, in joint compound. Provide tear away bead in profiles required to provide finished edges where gypsum board abuts other materials.

Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.

FLOOR PREPARATION
SELF-LEVELING COMPOUND
Leveling compound for existing brick/tile floors: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
- Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
- Latex or polyvinyl acetate additions are permitted; gypsum content is prohibited.
- Compressive Strength: 3500 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.

Products:
- ARDEX Engineered Cements; V1200
- Primer
- Concrete: Ardex Engineered Cements; P51

Test for porosity of substrate and apply number of coats recommended by manufacturer for porosity of substrate.

Non-porous substrates (polished/burnished concrete; quarry tile, densified concrete): Ardex Engineered Cements; P 82.

Test brick substrate and comply with leveling manufacturers recommendation for primer based on porosity of brick.

MOISTURE VAPOR EMISSION TESTING
Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

Where this specification conflicts with the referenced test method, comply with the requirements of this section.

Test in accordance with ASTM F1869 and as follows.

Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.

In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.

Report: Report the information required by the test method.

INTERNAL RELATIVE HUMIDITY TESTING
Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.

Where this specification conflicts with the referenced test method, comply with the requirements of this section.

Test in accordance with ASTM F2170. Procedure A and as follows.

Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.

In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.

Report: Report the information required by the test method.

TILING
STANDARDS
ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 for types, compositions and grades of tile indicated. Provide tile complying with Standard Grade requirements, unless otherwise indicated.

ANSI Standard for Tile Installation Materials: Comply with ANSI Standard referenced with products and materials indicated for setting and grouting.

SELF-LEVELING UNDERLAYMENT
Lightweight Portland cement based self-leveling mortar used to level uneven substrate.
Products: Subject to compliance with requirements provide one of the following:
- Custom Building Products; Level Lite Self-Leveling Underlayment or Level Quik RS
- Laticrete; Latilevel 84 / Latilevel 86 or Latcrete NXT Level System
- Mapei; UltraPlan M20i Plus
- HB Fuller Construction Products; Level Set 300 Self-leveling Underlayment

WATERPROOFING & CRACK SUPPRESSION MEMBRANE
Fluid applied elastomeric waterproofing and crack suppression membrane: Manufacturer's standard single component self-curing liquid membrane meeting ANSI A118.10 and ANSI A118.12. Rated for Extra Heavy Service (ASTM C627 cycles 1 through 14) per TCNA (HB).

SETTING MATERIALS
Bond Coat: Provide materials to comply with ANSI A118.15, minimum 400 psi shear strength when tested on porcelain mosaic tile, as follows:
Polymer Modified Portland Cement Mortar:
Products: Subject to compliance with requirements provide one of the following:
- Custom Building Products; Megalite
- Laticrete International, Inc.; 254 Platinum
- Mapei Corporation; Keraflex Plus
- HB Fuller Construction Products; 3N1 Performance Mortar
- HB Fuller Construction Products; Full Flex - DOES NOT MEET 118.15

Large Format tile application products: Subject to compliance with requirements provide one of the following:
- Custom Building Products; ProLite Tile and Stone Mortar
- Laticrete International, Inc.; MultimaxLite
- Mapei Corporation; Keraflex Plus
- HB Fuller Construction Products; 3N1 Performance Mortar

Thin-set Mortar with Waterproofing and Crack Suppression Membrane:
- Concrete Subfloors, Interior: TCNA F122 and F125 (Full coverage).

Thin-set Portland Cement Mortar with Latex:
- Cementitious backer board, Interior: TCNA W244.

GROUTING MATERIALS
Premixed grout: ANSI A118.19 , stain resistant and anti-microbial. For joints 1/16 inch and greater, use one of the following:
- Laticrete International, Inc.; Spectralock 1 Pre-mixed Grout
- Custom Building Products, Prism SCG Ultimate Performance Pre-Mixed Single Component Grout
- Mapei Corporation; Flexcolor CQ
- HB Fuller Construction Products; HB Fuller Construction Products; Pure Color RTU Advanced Performance Grout

Grout Sealer: Waterbased grout sealer for use with polymer modified portland cement grout
Products: Subject to compliance with requirements provide penetrating grout sealer compatible to polymer modified portland cement grout. Manufacturers may include but are not limited to the following:
- Miracle Sealant
- AquaMix
- HB Fuller Construction Products

SEALANTS
One-Part, Mildew-Resistant Silicone Sealant: ASTM C920; Type S; Grade NS, Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and temperature extremes.

MISCELLANEOUS MATERIALS
Movement Joints: All expansion, control, construction, cold, saw-cut, isolation, contraction and seismic joints in substrate should continue through the tilework, including such joints in vertical surfaces.
- Location and Frequency of Movement Joints: Comply with the following and the joint spacing recommendations set forth in TCNA (HB) EJ171.

Perimeter Joints: Provide movement joint where tilework abuts restraining surfaces including but not limited to the following:
- Perimeter walls
- Dissimilar Floors
- Curbs
- Columns
- Pipes
- Ceilings
- Between stair treads and risers
- Between edges of stair risers, edges of stair treads and stringers.
- At changes in substrate materials
- Exception: Movement joints are not required at drain strainers.

Size of movement joint: Joint size shall match grout joint size but shall not be less than 1/8 inch wide. Additionally, movement joints must not be less than the width of the saw cut control joint width.

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR AND ALL SUBCONTRACTORS BIDDING ON THIS PROJECT SHALL VISIT THE JOBSITE TO FAMILIARIZE THEMSELVES WITH ACTUAL JOB CONDITIONS AND TO CHECK FOR ANY INTERFERENCES BETWEEN THE WORK AS LAID OUT. NOTIFY THE ARCHITECT AND OWNER OF ANY DISCREPANCIES FOUND.
2. ALL WORK SHALL BE DONE TO THE HIGHEST STANDARDS OF INDUSTRY.
3. THE CONTRACTOR DETERMINES THE DIVISION OF WORK BETWEEN THE SUBCONTRACT TRADES. THE DESIGN / CONSTRUCTION DOCUMENTS ARE NOT TO BE USED FOR THIS PURPOSE.
4. DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLEMENTARY. SPECIFIC INFORMATION MAY BE FOUND IN BOTH.
5. BIDDERS AND THEIR SUBCONTRACTORS SHALL REPORT ANY DISCREPANCIES IN THE CONTRACT DOCUMENTS. DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT OR OWNER'S REPRESENTATIVE FOR INTERPRETATIONS AND CLARIFICATIONS OF THE DESIGN AND INCLUDE IN THE BID ALL COSTS TO MEET THE DESIGN INTENT. CLARIFICATIONS MADE BY THE ARCHITECT, ENGINEER OR OWNER PRIOR TO FINAL BID SHALL BE IMPLEMENTED AT THE CONTRACTORS COST.
6. THE GENERAL CONTRACTOR SHALL LAYOUT WORK IN CONFORMITY WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS AND WILL BE HELD RESPONSIBLE FOR PROPER ESTABLISHMENT AND MAINTENANCE OF ALL LINES AND DIMENSIONS. BEFORE DOING ANY WORK, GENERAL CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AND CONDITIONS AT THE JOB SITE.
7. ALL DIMENSIONS ON FLOOR PLANS, UNLESS OTHERWISE NOTED, ARE TAKEN FROM OUTSIDE FACES OF EXTERIOR WALLS, CENTERLINES OF STRUCTURAL COLUMNS AND GYPSUM FACES OF INTERIOR PARTITIONS, UNLESS NOTED OTHERWISE.
8. DO NOT SCALE DRAWINGS: CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT JOB SITE. IF ANY DISCREPANCIES ARE FOUND, THE ARCHITECT AND OWNER'S REPRESENTATIVE SHALL BE NOTIFIED.
9. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE SIMILAR TO THAT INDICATED OR NOTED FOR SIMILAR CONDITIONS AND CASES OF CONSTRUCTION IN THIS PROJECT. REFREMENTS OF NOTES AND DETAILS TO SPECIFIC LOCATIONS SHALL NOT LIMIT THEIR APPLICABILITY.
10. ALL EXISTING ITEMS SHOWN ON THESE DOCUMENTS MUST BE FIELD VERIFIED BY THE CONTRACTORS.
11. APPLICABLE CODES: ALL WORK UNDER THIS CONTACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS AND DRAWINGS, AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNING BODIES HAVING JURISDICTION. THE MORE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, STATE OCCUPATIONAL SAFETY AND HEALTH ACTS AND STATE INDUSTRIAL SAFETY ORDERS. IN CASE OF CONFLICT, THE MOST RESTRICTIVE SHALL APPLY.
12. ALL WORK SHOWN TO BE INCLUDED IN THE SCOPE OF WORK UNLESS OTHERWISE NOTED AS EXISTING TO REMAIN OR NOT IN CONTRACT (NIC)
13. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND MATERIAL SAMPLES AS LISTED IN THE SPECIFICATIONS FOR REVIEW BY ARCHITECT / OWNERS CONSULTANTS PRIOR TO PROCEEDING WITH THE WORK.
14. THE CONTRACTOR WILL COORDINATE SCHEDULING AND WORK BY OWNERS CONTRACTORS AND VENDORS, WHETHER OR NOT WORK DONE BY THESE CONTRACTORS ARE UNDER THEIR CONTRACT.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION OF SUBCONTRACTORS WORK TO ENSURE COMPLIANCE OF DRAWINGS AND SPECIFICATIONS.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, APPROVALS, LICENSES, AND INSURANCE REQUIRED TO CONDUCT THE WORK, AS INDICATED BY APPLICABLE STATE AND LOCAL CODES AND BY OWNERS CRITERIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED INSPECTIONS AND FOR SECURING ALL OFFICIAL APPROVALS FOR WORK PERFORMED. THE CONTRACTOR SHALL SUBMIT ALL CERTIFICATES OF INSPECTION TO THE OWNER UPON COMPLETION OF THE WORK.
17. THE CONTRACTOR SHALL PROVIDE BARRICADES AS PER THE REQUIREMENTS OF APPLICABLE BUILDING CODE, THE LOCAL AUTHORITIES HAVING JURISDICTION AND OWNER STANDARDS.
18. THE GENERAL CONTRACTOR IS RESPONSIBLE TO COORDINATE ACCEPTABLE CONSTRUCTION HOURS WITH THE OWNERS REPRESENTATIVE.
19. THE OWNER, WITHOUT INVALIDATING THE CONTRACT, MAY ORDER EXTRA WORK, ALTER, ADD TO, OR DEDUCT FROM THE CONTRACT WORK. THE CONTRACT SUM AND SCHEDULE WILL BE ADJUSTED ACCORDINGLY.
20. MATERIALS: ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED AS RECOMMEND BY THE MANUFACTURERS AND, UNLESS OTHERWISE SPECIFIED, SHALL BE NEW AND FREE FROM ANY DEFECTS. ALL LIKE MATERIALS USED SHALL BE NEW AND FREE FROM ANY DEFECTS; ALL LIKE MATERIALS USED SHALL BE OF THE SAME MANUFACTURE AND QUALITY UNLESS OTHERWISE SPECIFIED.
21. WORKMANSHIP: ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED BY COMPETENT WORKERS AND EXECUTED IN A NEAT AND WORKMANLIKE MANNER.
22. ALL TRADES SHALL CONFINE CONSTRUCTION WORK TO THE DEFINED WORK AREA, AS MUCH AS POSSIBLE, AND SHALL WORK IN AN ORDERLY MANNER, REMOVING TRASH AND DEBRIS FROM PROJECT ON DAILY BASIS. AT NO TIME WILL CONSTRUCTION MATERIALS ENTER PUBLIC AREAS WHERE HARM COULD BE CAUSED TO THE PUBLIC.
23. THERE WILL BE NO STORAGE OF MATERIALS OR TRASH IN CORRIDORS OR OTHER TENANT AREAS AT ANY TIME. IF DEBRIS IS FOUND IN THIS AREA, IT WILL BE REMOVED AT THE EXPENSE OF THE RESPONSIBLE CONTRACTOR.
24. ALL SUBCONTRACTORS SHALL VERIFY REMOVAL OF DEBRIS, AND GARBAGE GENERATED BY THEIR TRADES WITH THE CONTRACTOR.
25. BUILDING DOORS ARE NOT TO BE PROPPED OPEN AT ANY TIME DURING CONSTRUCTION ACTIVITIES OR AFTER CONSTRUCTION ACTIVITIES HAVE ENDED IN THE WORKING DAY.
26. PROVIDE STIFFENERS, BRACING, BACKUP PLATES, ETC., AS REQUIRED AT STUDS, WALLS, AND CEILINGS FOR SUPPORT OF ALL ARCHITECTURAL, ELECTRICAL, MECHANICAL FIXTURES, TOILET ACCESSORIES, MILLWORK AND OTHER MISCELLANEOUS ITEMS.
27. GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY STRUCTURAL AND SEISMIC BRACING AS REQUIRED BY CODE INCLUDING BUT NOT LIMITED TO CEILING SUSPENSION SYSTEMS, INTERIOR PARTITIONS, MECHANICAL EQUIPMENT, LIGHT FIXTURES AND MILLWORK.
28. PROVIDE ADDITIONAL EXIT SIGNS AND FIRE EXTINGUISHERS IN TYPE, NUMBER AND LOCATION AS DIRECTED BY THE FIRE MARSHAL OR AUTHORITY HAVING JURISDICTION.
29. ALL CONSTRUCTION EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT ANY SPECIAL KNOWLEDGE OR USE OF A KEY.
30. INTERIOR FINISHES SHALL MEET REQUIREMENTS ESTABLISHED IN ANALYSIS ON CODE COMPLIANCE SHEETS IN THIS DRAWING SET.
31. FIRE-RETARDANT TREATED WOOD SHALL BE USED IN ALL INTERIOR APPLICATIONS AS INDICATED IN THE CONTRACT DOCUMENTS AND AS REQUIRED BY CODE.
32. COORDINATE CONSTRUCTION EQUIPMENT / FLOOR LOADING REQUIREMENTS AND REGULATIONS WITH OWNER. CONTRACTOR TO PROVIDE ALL REQUIRED INFORMATION FOR THE REVIEW BY THE STRUCTURAL ENGINEER.
33. FIRE STOPPING: THE CONTRACTOR MUST PATCH ANY OPENINGS IN CEILINGS OR PARTITIONS AND / OR PROVIDE FIRE STOPPING AT ALL PENETRATIONS THROUGH FIRE / SMOKE PARTITIONS (EXISTING OR NEW) IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. REFER TO "FIRESTOPPING" SPECIFICATION SECTION.
34. ALL DUCTS WHICH PENETRATE RATED ASSEMBLIES TO HAVE FIRE DAMPERS WITH EQUAL RATING TO CEILING PENETRATED. REFER TO MECHANICAL DOCUMENTS FOR ADDITIONAL INFORMATION.
35. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR, AS WELL AS SHOP DRAWINGS AS REVIEW BY ARCHITECT AND OWNERS REPRESENTATIVE, BEFORE PROCEEDING WITH THE WORK. NOTIFY ARCHITECT / OWNERS REPRESENTATIVE OF ANY DISCREPANCIES.
36. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL MECHANICAL EQUIPMENT PADS AND BASES AS WELL AS POWER, WATER AND / OR DRAIN INSTALLATION WITH EQUIPMENT MANUFACTURERS BEFORE PROCEEDING WITH THE WORK. NOTIFY ARCHITECT / OWNERS REPRESENTATIVE OF ANY DISCREPANCIES.
37. CONTRACTOR TO PROVIDE AND INSTALL PLATFORMS REQUIRED TO SUPPORT OF MECHANICAL EQUIPMENT. LAYOUT AND DESIGN IS THE RESPONSIBILITY OF THE MECHANICAL AND STRUCTURAL CONTRACTORS BASED ON DESIGN INTENT ESTABLISHED IN THIS PACKAGE.
38. PROVIDE 3/4" FIRE-RETARDANT TREATED BACK BOARDS/ BACKING FOR DATA, TELECOM AND ELECTRICAL EQUIPMENT. LAYOUT AND DESIGN IS THE RESPONSIBILITY OF THE ELECTRICAL/TELECOM CONTRACTOR BASED ON DESIGN INTENT ESTABLISHED IN THIS PACKAGE.
39. ALL EXIT SIGNS SHALL BE ILLUMINATED AND SHALL MEET THE REQUIREMENTS AND REGULATIONS OF THE LOCAL GOVERNING AGENCY. REFER TO THE ELECTRICAL AND ARCHITECTURAL DOCUMENTS FOR ADDITIONAL INFORMATION.
40. A SEPARATE PERMIT IS REQUIRED FOR SIGNAGE BY THE SIGN SUBCONTRACTOR.
41. ALL WELDING WILL REQUIRE SPECIAL INSPECTION.
42. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL WORK AREAS.
43. THE CONSTRUCTION MANAGER AND CONTRACTORS ARE RESPONSIBLE FOR MEANS, METHODS, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.
44. PROVIDE FIRE WATCH DURING FIELD CUTTING AND WELDING OPERATIONS, MEETING THE OWNER'S REQUIREMENTS.
45. REMOVE AND DISPOSE OF ALL CONSTRUCTION AND DEMOLITION DEBRIS IN A SAFE AND LEGAL MANNER.
46. PROVIDE DUST MATS AT ALL CONSTRUCTION AREA ENTRANCE AND EXIT LOCATIONS.
47. CARRY ON ALL WORK IN A MANNER WHICH WILL PRODUCE THE LEAST AMOUNT OF NOISE. INSTRUCT ALL CONTRACTORS AND EMPLOYEES IN NOISE CONTROL PROCEDURES. FOLLOW ALL AUTHORITIES HAVING JURISDICTION NOISE ORDINANCES AND OWNERS NOISE REQUIREMENTS.
48. THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS FULLY COMPLETED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE, AND TO ENSURE THE SAFETY OF THE BUILDING AND ITS COMPONENT PARTS DURING ERECTION. THIS INCLUDES THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE-DOWNS IF NECESSARY.
49. EACH CONTRACTOR SHALL PROVIDE ALL THE NECESSARY SUPPORT, BRACING, SHORING, ETC. (TEMPORARY AND/OR PERMANENT) OF BOTH NEW AND EXISTING CONSTRUCTION AS REQUIRED FOR THE SAFE INSTALLATION OF THE NEW CONSTRUCTION AND EQUIPMENT.
50. RESPONSIBILITY OF SUBCONTRACTORS.
A. EACH SUBCONTRACTOR SHALL AT ALL TIMES BE FULLY AWARE OF THE JOB PROGRESS TO ALLOW THEMSELVES AMPLE LEAD TIME TO COMMENCE EACH PHASE OF THEIR WORK.
B. SUBCONTRACTORS SHALL THOROUGHLY INSPECT ADJACENT WORK THAT MAY IMPACT INSTALLATION OF THEIR TRADE AND NOTIFY CONTRACTOR, IN WRITING, OF ANY IRREGULARITIES. COMMENCING WORK CONSTITUTES ACCEPTANCE OF CONDITIONS AND THEREFORE RESPONSIBILITY FOR AND CORRECTING ANY RESULTING, UNSATISFACTORY WORK.
C. EACH SUBCONTRACTOR SHALL MAINTAIN ADEQUATE PROTECTION OF ALL THEIR WORK FROM DAMAGE AND SHALL PROTECT THE OWNER'S AND OTHER TRADES' WORK AND PROPERTY FROM DAMAGE OR INJURY WHILE FULFILLING THEIR CONTRACT. ALL MATERIALS, WORK IN PLACE, FINISHES, PAVING AND SIDEWALKS, AND EXISTING UTILITIES SHALL BE INCLUDED IN THE REQUIREMENT.

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Revisions

07.10.2026 Design Bridging Documents

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N/S Project Number: **2026009**

Title
GENERAL NOTES AND REQUIREMENTS

Sheet
A012

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CODES OF JURISDICTION

JURISDICTION	CITY OF BIRMINGHAM, MICHIGAN
BUILDING CODE	2021 MICHIGAN BUILDING CODE
BARRIER FREE CODE	MICHIGAN ACT 1 OF 1966 ICC A117.1-17 ACCESSIBLE & USABLE BUILDINGS & FACILITIES 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
ENERGY CODE	MICHIGAN ENERGY CODE PART 10 INCORPORATING THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE WITH MICHIGAN AMENDMENTS, ADDITIONS, OR DELETIONS
PLUMBING CODE	2021 MICHIGAN PLUMBING CODE (2021 MPC)
MECHANICAL CODE	2021 MICHIGAN MECHANICAL CODE (2021 MMC)
ELECTRICAL CODE	2023 NATIONAL ELECTRICAL CODE BASED ON 2023 NATIONAL ELECTRICAL CODE WITH PART 8 STATE AMENDMENT (2023 NEC)
REHABILITATION CODE	2021 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS
ELEVATOR CODE	2016 MICHIGAN ELEVATOR RULES, INCORPORATING ASME, A17.1-2016 SAFETY CODE FOR ELEVATORS AND ESCALATORS WITH MICHIGAN AMENDMENTS, ADDITIONS, OR DELETIONS
FIRE CODE	2015 INTERNATIONAL FIRE CODE (2015 IFC) 2015 NATIONAL FIRE PROTECTION ASSOCIATION (2015 NFPA) 2019 NFPA 13 STANDARD FOR INSTALLATION OF SPRINKLER SYSTEMS 2019 NFPA 72 FIRE ALARM CODE

OCCUPANCY TYPES

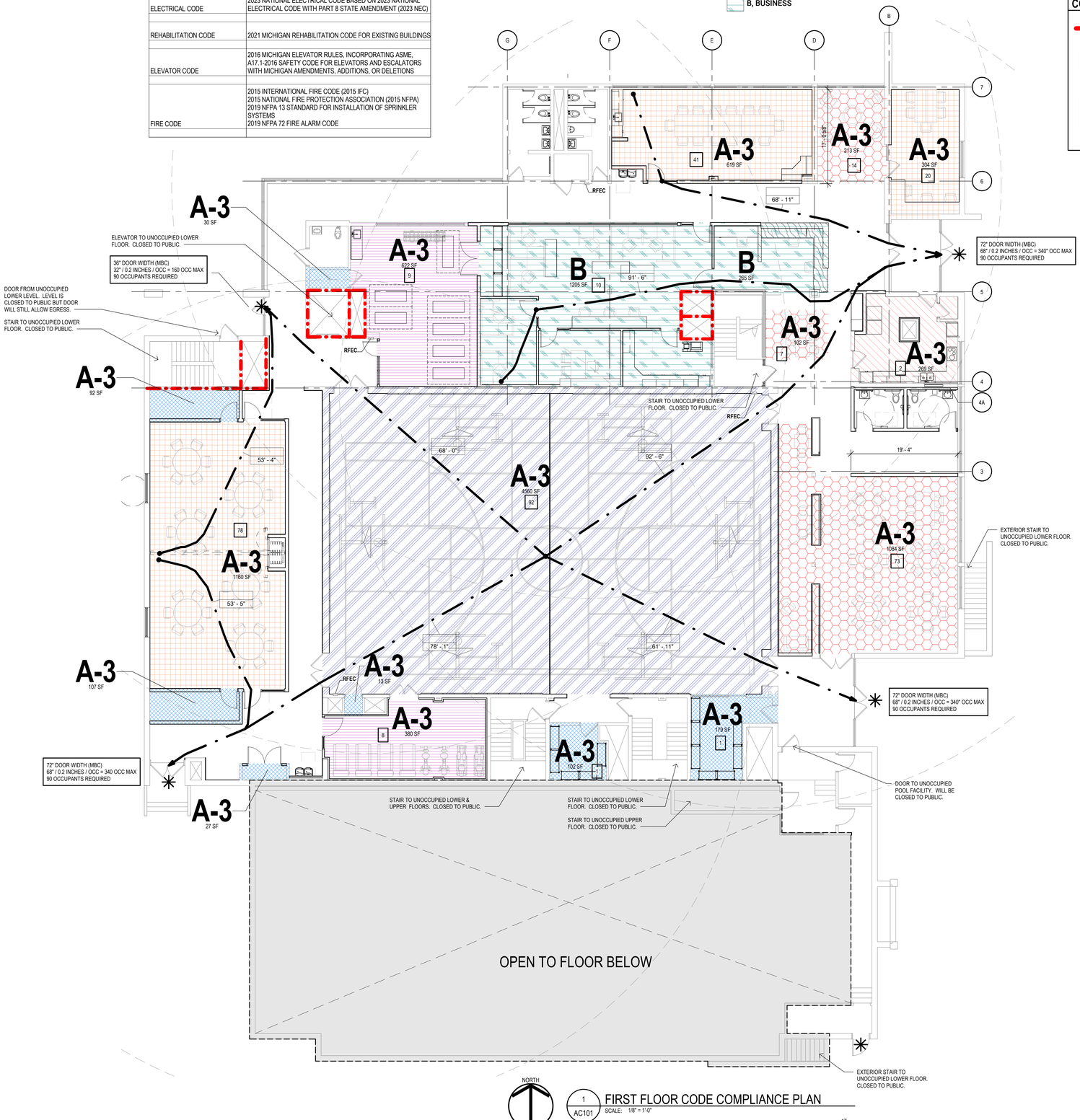
- A-3, FITNESS
- A-3, GYMNASIUM
- A-3, INCIDENTAL (BACK OF HOUSE)
- A-3, KITCHEN
- A-3, MEETING
- A-3, OPEN LOUNGE
- B, BUSINESS

OCCUPANCY ANALYSIS - 2021 MBC

ROOM NUMBER / FUNCTION		GROSS AREA	NET AREA	SF / PERSON	OCCUPANT LOAD
FIRST FLOOR					
A-3	FITNESS (CLASS)	622	-	50	13
A-3	FITNESS (CARDIO)	380	-	50	8
A-3	GYMNASIUM	4560	-	50	92
A-3	INCIDENTAL (BACK OF HOUSE)	520	-	300	2
A-3	MEETING	-	2083	15	139
A-3	OPEN LOUNGE	-	1399	15	94
A-3	KITCHEN	268	-	200	2
B	BUSINESS	1470	-	150	10
	FLOOR AREA USED FOR OCC. CALC.	7440	3482		360

CODE COMPLIANCE LEGEND

- EXISTING 1 HOUR RATING (TO BE VERIFIED IN FIELD)
- P-1A / Length — PATH OF TRAVEL
- EXIT
- xx" (MBC) x" / .xx INCHES / OCC = xxx OCC MAX xxx OCCUPANTS REQUIRED



1 AC101 FIRST FLOOR CODE COMPLIANCE PLAN
SCALE: 1/8" = 1'-0"

CODE COMPLIANCE DATA - 2021 MBC & 2021 MRCEB

	EXISTING USE TO REMAIN UNCHANGED AREA OF WORK: 15,893 SF ON FIRST FLOOR ONLY	
USE GROUP CLASSIFICATION	NON-SEPARATED MIXED USE (A-3 GOVERNS)	
MIXED USE GROUP CLASSIFICATION	LEVEL 2 & 3 ALTERATIONS	
ALTERATION LEVEL	FIRST FLOOR ONLY: 15,893 SF	
AREA OF WORK		
MINIMUM CONSTRUCTION REQUIREMENTS	EXISTING IIB	
ALLOWABLE SINGLE FLOOR CODE AREA		
A-3 ASSEMBLY	9,500 SF (SEE ALLOWABLE AREA INCREASES)	
B BUSINESS	23,000 SF (A-3 IS MOST RESTRICTIVE AND THEREFORE GOVERNS)	
ALLOWABLE AREA INCREASES		
% OPEN PERIMETER =	75%	
% INCREASE FOR AUTOMATIC SPRINKLERS	0%	
MAXIMUM ALLOWABLE AREA WITH INCREASES PER FLOOR	27,812 SF (9,500 SF x 1.75 = 27,812 SF)	
ACTUAL PROPOSED CODE GROSS FLOOR AREAS:		
FIRST FLOOR	15,893 SF (BUILDING COMPLIES)	
NUMBER OF STORIES		
NUMBER OF STORIES ALLOWED - A-3	2 STORIES ABOVE GRADE	
NUMBER OF STORIES ALLOWED - B	3 STORIES ABOVE GRADE	
NUMBER OF STORIES PROPOSED	2 STORIES ABOVE GRADE (WITH UNOCCUPIED UPPER FLOOR)	
BUILDING HEIGHT		
TABULAR HEIGHT - A & B	55'-0" ABOVE GRADE PLANE	
PROPOSED HEIGHT	EXISTING TO REMAIN UNCHANGED	
INCIDENTAL USE AREAS		
ROOM OR SPACE:	REFER TO OCCUPANCY ANALYSIS CHART	
ACCESSORY USE AREAS		
ROOM OR SPACE:	N/A	
SPECIAL USE & OCCUPANCY REQUIREMENTS		
AUTOMATIC FIRE SUPPRESSION SYSTEM	EXISTING: NON-SPRINKLED (OTHER THAN ONE AREA IN NE CORNER) NEW: FULLY SPRINKLED IN AREA OF SCOPE OF WORK	
FIRE ALARM SYSTEM	TO BE CONFIRMED BY EVENTUAL CONTRACTOR	
FIRE RESISTANCE RATING / TYPE IIB CONSTRUCTION	REQUIRED	PROVIDED
EXTERIOR WALLS		
A. LOAD BEARING	0 HOUR	0 HOUR
B. NON-LOAD BEARING	0 HOUR	0 HOUR
FIRE SEPARATION ASSEMBLIES		
A. EXIT ENCLOSURES	1 HOUR	NO CHANGE. VIF.
B. SHAFTS	1 HOUR	NO CHANGE. VIF.
C. MIXED USE SEPARATION	NOT REQUIRED	NOT REQUIRED
D. FIRE AREA SEPARATION	N/A	N/A
E. OTHER SEPARATION ASSEMBLIES		
DRAFTSTOPPING IN FLOORS/CEILINGS	NOT REQUIRED	NOT REQUIRED
DRAFTSTOPPING IN ATTICS	N/A	N/A
UNIT SEPARATIONS	N/A	N/A
FIRE PARTITIONS		
EXIT ACCESS CORRIDORS	N/A	N/A
SMOKE PARTITIONS	N/A	N/A
OTHER NON-LOAD BEARING PARTITIONS	0 HOUR	0 HOUR
INTERIOR LOAD BEARING WALLS & PARTITIONS COLUMNS, BEAMS, TRUSSES, & FRAMING	0 HOUR	0 HOUR
STRUCTURAL MEMBERS SUPPORTING RATED WALLS	MATCH WALL RATING, MINIMUM	N/A
FLOOR CONSTRUCTION	0 HOUR	0 HOUR
ROOF CONSTRUCTION		
A. ALL ROOF CONSTRUCTION LESS THAN 20' AFF	0 HOUR	0 HOUR
B. PRIMARY ROOF CONSTRUCTION GREATER THAN 20' AFF	0 HOUR	0 HOUR
C. SECONDARY ROOF CONSTRUCTION & DECK GREATER THAN 20' AFF	0 HOUR	0 HOUR
INTERIOR FINISHES		
A. VERTICAL EXITS & PASSAGEWAYS	A-3 & B: CLASS A	
B. CORRIDORS / ENCLOSURE FOR EXIT ACCESS STAIRS / RAMPS	A-3: CLASS A B: CLASS B	
C. ROOMS & ENCLOSED SPACES	A-3 & B: CLASS C	
INTERIOR FINISHES TESTING CRITERIA		
A. WALLS & CEILINGS	ASTM E84	
B. FLOOR FINISHES	NFPA 253	
C. DECORATIONS & TRIM	NFPA 701	
MEANS OF EGRESS REQUIREMENTS		
A. MINIMUM HEAD ROOM	7'-6" MINIMUM HEIGHT / 4" MAXIMUM PROJECTION BETWEEN 80"	
B. MAXIMUM TRAVEL DISTANCE	200 FEET	
C. DEAD END LIMIT	20 FEET	
D. COMMON PATH OF EGRESS TRAVEL DISTANCE	A: 75 FEET B: 100 FEET (OCC LOAD LESS THAN 100)	
E. EGRESS CAPACITIES	MINIMUM WIDTH 44" SERVING AN OCCUPANT LOAD GREATER THAN 50	
F. CAPACITIES PER UNIT WIDTH	BASED ON WIDTHS IN INCHES PER OCCUPANT	
1. STAIRS	.3" PER OCCUPANT	
2. DOORS	.2" PER OCCUPANT	
3. RAMPS	.2" PER OCCUPANT	
4. CORRIDORS	.2" PER OCCUPANT	
G. DOORS		
1. DOOR WIDTH	32" MINIMUM / 48" MAXIMUM	
2. DOOR PROJECTION	7" MAXIMUM INTO REQUIRED CORRIDOR WIDTH	
3. AUTOMATIC SELF-CLOSING DEVICES	ACTIVATED BY SMOKE DETECTION	
4. FIRE DOOR TESTING	IN ACCORDANCE WITH NFPA 80 & 252	
H. STAIRS		
1. MINIMUM WIDTH	44"	
2. MAXIMUM RISER	7"	
3. MINIMUM TREAD DEPTH	11"	
4. MINIMUM HEAD ROOM	6'-8"	
5. MAXIMUM HEIGHT BETWEEN LANDINGS	12'-0"	
6. HANDRAIL HEIGHT	34" - 38"	
7. GUARD HEIGHT	42"	
I. CORRIDORS		
1. MINIMUM WIDTH	44"	

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Revisions

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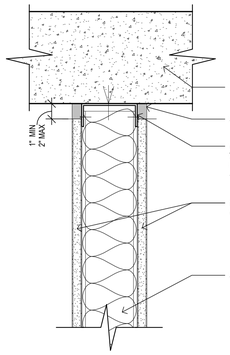
N/S Project Number: **2026009**

Title
FIRST FLOOR CODE COMPLIANCE PLAN

Sheet
AC101

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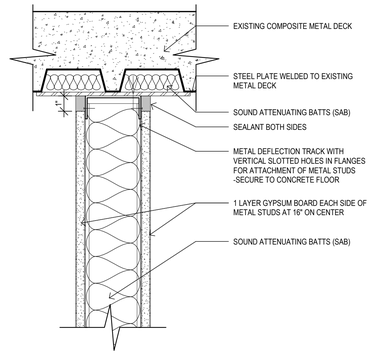
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H3 - NON-RATED, CONCRETE SLAB

SCALE: 3" = 1' - 0"

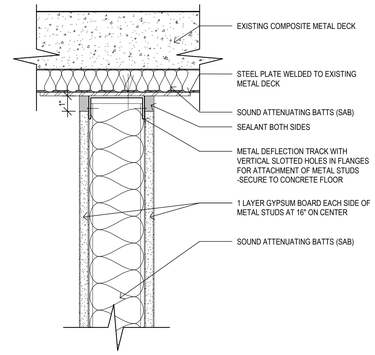
NOTES



H2 - NON-RATED

SCALE: 3" = 1' - 0"

NOTES



H1 - NON-RATED (PERPENDICULAR)

SCALE: 3" = 1' - 0"

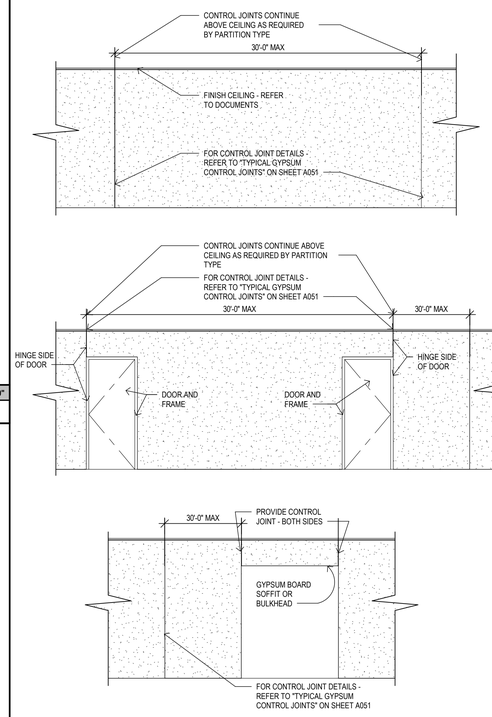
NOTES

GENERAL PARTITION NOTES

1. PROVIDE AND INSTALL MOISTURE RESISTANT GYPSUM BOARD AT EXTERIOR WALLS OF BUILDING.
2. PROVIDE 5/8" CEMENT BOARD SUBSTRATE WHERE TILE AND STONE OCCURS, EVEN IF NOT SPECIFICALLY SHOWN IN PARTITION TYPES. FOR RATED ASSEMBLED PROVIDE FIRE RATED CEMENT BOARD. REFER TO SPECIFICATIONS, FINISH PLANS, AND ELEVATIONS FOR ADDITIONAL INFORMATION.
3. BLOCKING:
   - A. PROVIDE SOLID FRT WOOD BLOCKING OR HEAVY GAUGE SHEET METAL BLOCK FOR ALL WALL MOUNTED ACCESSORIES, EQUIPMENT AND OTHER ITEMS.
   - B. WOOD BLOCKING TO BE 2X FIRE RETARDANT TREATED LUMBER OR 3/4" FIRE RETARDANT TREATED PLYWOOD, UNLESS NOTED OTHERWISE. (NOTE: BLOCKING NEED NOT TO BE FIRE RATED MATERIAL IN TYPE V CONSTRUCTION.)
   - C. SHEET METAL BLOCKING SHALL BE 18-GAUGE, GALVANIZED.
   - D. PROVIDE BACKING SUPPORT FOR ACOUSTIC WALLS WHERE BLOCK IS REQUIRED, SEE DETAIL ON 6/A621.
   - E. BLOCKING LOCATIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
     - a. TOILET ACCESSORIES
     - b. MISCELLANEOUS WALL MOUNTED ACCESSORIES
     - c. COAT HOOKS
     - d. WALL MOUNTED DOOR STOPS
     - e. BASE CABINETRY, WALL CABINETRY, AND COUNTERTOPS
     - f. SHELVING
     - g. WOOD PANELING
     - h. CHAIR RAILS
     - i. WALL PROTECTION RAILS
     - j. FIRE EXTINGUISHERS AND CABINETS
     - k. MECHANIC, ELECTRICAL, PLUMBING, AND FIRE SUPPRESSION WALL MOUNTED PANELS AND EQUIPMENT.
4. ACOUSTICAL PARTITIONS:
   - A. SEAL ALL PENETRATIONS THROUGH ACOUSTICALLY RATED PARTITIONS. PROVIDE ACOUSTICAL INSULATION AND ACOUSTICAL SEALANT BOTH SIDES OF OPENING.
   - B. ELECTRICAL BOXES ON OPPOSITE SIDES OF THE WALL SHALL BE IN SEPARATE STUD SPACES, NOT BACK-TO-BACK. WHERE WE CANNOT ACHIEVE SEPARATE STUD SPACES FOR BOXES IN NON-RATED PARTITION PROVIDE ACOUSTIC BACKING PADS. AT RATED PARTITIONS COMPLY WITH REQUIREMENTS OF RATED ASSEMBLY.
5. PRIME PAINT ALL GYPSUM BOARD WALLS INCLUDING UNFINISHED WALLS, AND BEHIND WALL COVERINGS, WOOD PANELING, CABINETRY, AND OTHER WALL MOUNTED ITEMS.
6. ALL PARTITIONS ARE DIMENSIONED ON PLANS TO OUTER FACE OF GYPSUM.

TYPICAL GYPSUM CONTROL JOINTS - ELEVATIONS

SCALE: 1/4" = 1' - 0"



WOOD SCREW AND BLOCKING INFORMATION

MAXIMUM ALLOWABLE LOAD (IN POUNDS)

WOOD SCREW		LENGTH OF WALL HUNG ITEM		
QUANTITY	SIZE	16" OR LESS	32" OR LESS	33" OR MORE
2X4 WOOD BLOCKING				
2	#6	160	320	480
2	#8	240	480	700
2	#10	320	640	700
2X6 WOOD BLOCKING				
2	#6	240	480	700
2	#8	360	700	700
2	#10	480	700	700

LOADS BASED ON GROUP II WOOD SPECIES & SCREWS EMBEDDED IN A MINIMUM OF 7 TIMEX THE SCREW DIAMETER WITH SCREWS INSERTED IN SIDE GRAIN ON ONE SIDE & SIDE GRAIN ON OPPOSITE END.

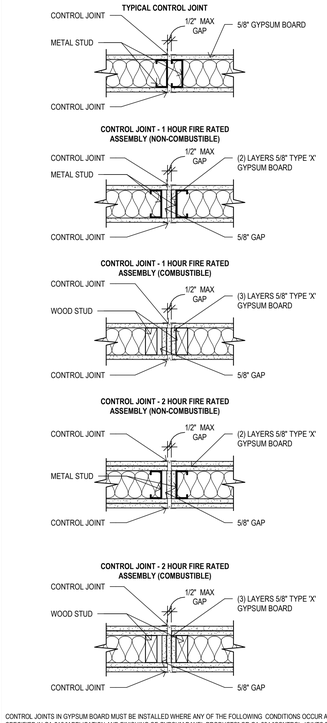
MAXIMUM ALLOWABLE LOAD (IN POUNDS)

SCREW SIZE	QUANTITY OF SCREWS			
	2	3	4	5
#6	150	225	300	375
#8	212	318	424	530
#10	286	429	572	700
#10	370	555	700	700

LOADS BASED ON GROUP II WOOD SPECIES & SCREWS EMBEDDED IN A MINIMUM OF 7 TIMEX THE SCREW DIAMETER WITH SCREWS INSERTED IN SIDE GRAIN.

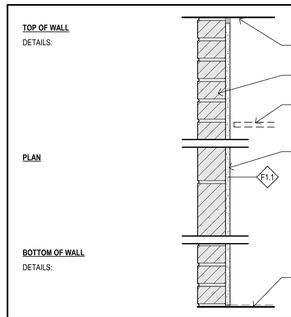
TYPICAL GYPSUM CONTROL JOINTS

SCALE: 1 1/2" = 1' - 0"



CONTROL JOINTS IN GYPSUM BOARD MUST BE INSTALLED WHERE ANY OF THE FOLLOWING CONDITIONS OCCUR AS SPECIFIED IN GA-216 "APPLICATION AND FINISHING OF GYPSUM PANEL PRODUCTS" OR GA-234 "CONTROL JOINTS FOR FIRE-RESISTANCE RATED SYSTEMS" BY THE GYPSUM ASSOCIATION:

1. A CONTROL JOINT MUST BE INSTALLED WHERE A PARTITION, WALL OR CEILING TRAVERSES A CONSTRUCTION JOINT (EXPANSION, SEISMIC, OR BUILDING CONTROL ELEMENT) IN THE BASE BUILDING STRUCTURE.
2. CONTROL JOINTS MUST BE INSTALLED WHERE A WALL OR PARTITION RUNS IN AN UNINTERRUPTED STRAIGHT PLANE EXCEEDING 30 LINEAR FEET.
3. CONTROL JOINTS IN INTERIOR CEILINGS WITH PERIMETER RELIEF MUST BE INSTALLED SO THAT LINEAR DIMENSIONS BETWEEN CONTROL JOINTS DO NOT EXCEED 50 FEET.
4. CONTROL JOINTS IN INTERIOR CEILINGS WITHOUT PERIMETER RELIEF MUST BE INSTALLED SO THAT LINEAR DIMENSIONS BETWEEN CONTROL JOINTS DO NOT EXCEED 30 FEET.
5. CONTROL JOINTS IN EXTERIOR CEILINGS AND SOFFITS MUST BE INSTALLED SO THAT LINEAR DIMENSIONS BETWEEN CONTROL JOINTS DO NOT EXCEED 30 FEET.
6. A CONTROL JOINT OR INTERMEDIATE BLOCKING MUST BE INSTALLED WHERE CEILING FRAMING MEMBERS CHANGE DIRECTION.
7. CONTROL JOINT LOCATIONS ARE INDICATED ON THE INTERIOR ELEVATIONS AND/OR FLOOR PLANS. IF A SITUATION ARISES WHERE IT IS UNKNOWN WHETHER A CONTROL JOINT IS REQUIRED, PLEASE CONTACT THE ARCHITECT.

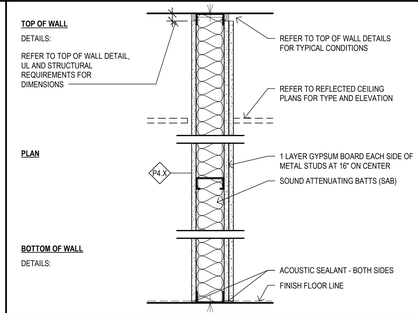


F1 - NON-RATED

SCALE: 1 1/2" = 1' - 0"

WALL TYPE	STUD SIZE	WALL WIDTH	FIRE RESISTANCE TEST	ACOUSTICAL PERFORMANCE STC RATING WITHOUT SAB	SAB THICKNESS	STC RATING WITH SAB	TEST
F1.1	-	5/8"	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

NOTES



P4 - NON-RATED

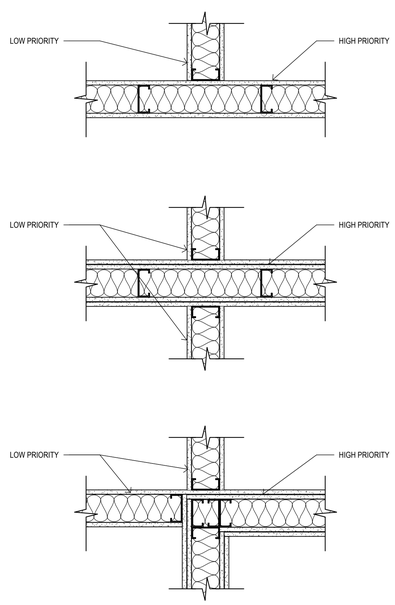
SCALE: 1 1/2" = 1' - 0"

WALL TYPE	STUD SIZE	WALL WIDTH	FIRE RESISTANCE TEST	ACOUSTICAL PERFORMANCE STC RATING WITHOUT SAB	SAB THICKNESS	STC RATING WITH SAB	TEST
P4.3	3 5/8"	5 1/2"	-	40	3 1/2"	-	-
P4.6	6"	8"	-	40	5 1/2"	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

NOTES

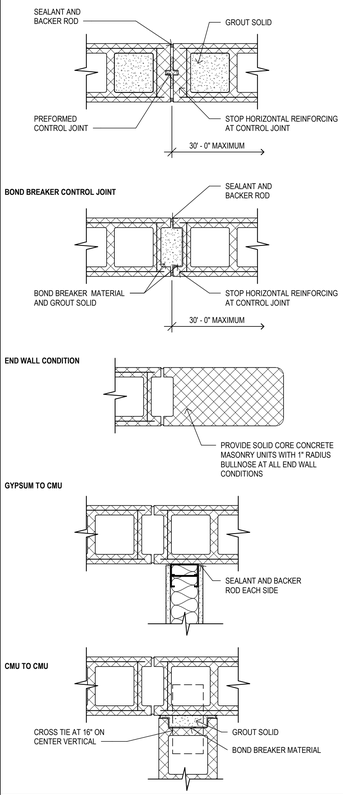
TYPICAL GYPSUM CONTROL JOINTS - ELEVATIONS

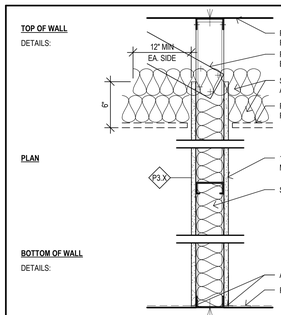
SCALE: 1 1/2" = 1' - 0"



TYPICAL CMU DETAILS

SCALE: 1 1/2" = 1' - 0"



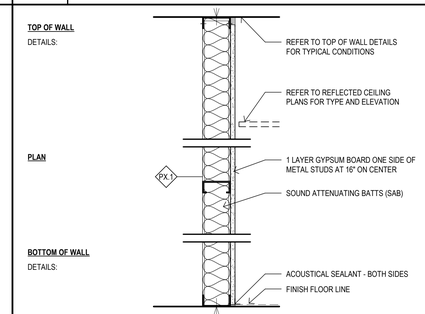


P3 - NON-RATED

SCALE: 1 1/2" = 1' - 0"

WALL TYPE	STUD SIZE	WALL WIDTH	FIRE RESISTANCE TEST	ACOUSTICAL PERFORMANCE STC RATING WITHOUT SAB	SAB THICKNESS	STC RATING WITH SAB	TEST
P3.3	3 5/8"	4 7/8"	-	40	2 1/2"	46	NGC 2018107
P3.6	6"	7 1/4"	-	40	2 1/2"	46	NGC 2018107
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

NOTES — HEAD DETAIL: — BASE DETAIL:

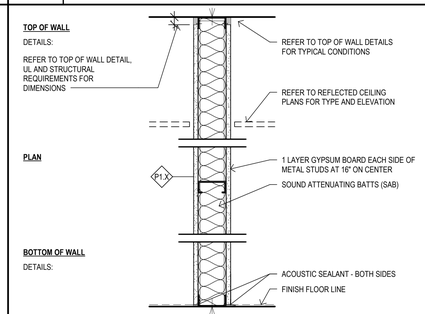


P2.X - NON-RATED

SCALE: 1 1/2" = 1' - 0"

WALL TYPE	STUD SIZE	WALL WIDTH	FIRE RESISTANCE TEST	ACOUSTICAL PERFORMANCE STC RATING WITHOUT SAB	SAB THICKNESS	STC RATING WITH SAB	TEST
P2.1	1 5/8"	2 1/4"	-	-	3 1/2"	34	NGC 2013012
P2.2	2 1/2"	3 1/8"	-	-	3 1/2"	34	NGC 2013012
P2.3	3 5/8"	4 1/4"	-	-	3 1/2"	34	NGC 2013012
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

NOTES



P1 - NON-RATED

SCALE: 1 1/2" = 1' - 0"

WALL TYPE	STUD SIZE	WALL WIDTH	FIRE RESISTANCE TEST	ACOUSTICAL PERFORMANCE STC RATING WITHOUT SAB	SAB THICKNESS	STC RATING WITH SAB	TEST
PX.3	3 5/8"	4 7/8"	-	40	2 1/2"	46	NGC 2018107
PX.6	6"	7 1/4"	-	40	2 1/2"	46	NGC 2018107
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

NOTES

WALL PRIORITY LEGEND

WALL TYPE	WALL PRIORITY
3 HOUR FIRE RATED & SMOKE	HIGH
2 HOUR FIRE RATED & SMOKE	
2 HOUR FIRE RATED	
1 HOUR FIRE RATED & SMOKE	
1 HOUR FIRE	
NON-FIRE RATED SMOKE PARTITIONS	
NON-FIRE RATED STC WALLS	
OTHER WALLS	LOW

NOTES

1. MAINTAIN CONTINUITY OF HIGHER PRIORITY WALLS WHERE WALLS OF DIFFERENT RATINGS/TYPE INTERSECT
2. ABUT AND SEAL WALLS OF LOWER PRIORITY TO HIGHER PRIORITY WALLS. HIGHER PRIORITY WALL SHALL MAINTAIN CONTINUITY

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A WALKABLE CITY

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Seal

DESIGN BRIDGING DOCUMENT STATEMENT
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Revisions

07.10.2026 Design Bridging Documents

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N/S Project Number: **2026009**

Title
PARTITION TYPES

Sheet
A051

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GENERAL DEMOLITION NOTES:

1. DEMOLITION SUBCONTRACTOR MUST ARRANGE FOR A TOUR OF THE AREA OF WORK WITH THE CONTRACTOR BEFORE PREPARING AND SUBMITTING BIDS TO CLARIFY SPECIFIC DEMOLITION REQUIREMENTS THROUGHOUT THE ENTIRE AREA OF WORK AND TO VERIFY ALL DIMENSIONS, CONDITIONS AND QUANTITIES OF ITEMS BEING REMOVED.

2. THE SCOPE OF DEMOLITION WORK ITEMIZED IN THESE ARCHITECTURAL DOCUMENTS (WITHIN THE BOUNDARY OF THE NEW WORK AREA) IS REPRESENTATIVE OF A "SNAP-SHOT IN TIME" AND MAY NOT SPECIFICALLY REPRESENT EXACT CONDITIONS AT THE TIME OF BIDDING. CONTRACTOR MUST DOCUMENT AND SUBMIT ANY CLARIFICATIONS/QUESTIONS FROM THE TOUR-WALK-THROUGH TO THE ARCHITECT AND OWNER.

3. VERIFICATION
   - A. ORIGINAL CONSTRUCTION DOCUMENTS OF THE EXISTING BUILDING ARE AVAILABLE UPON REQUEST FROM THE OWNER. ACCURACY OF THESE DRAWINGS TO REFLECT ACTUAL CONDITIONS CANNOT BE VERIFIED WHERE CONDITIONS ARE NOT FULLY EXPOSED.
   - B. EACH CONTRACTOR SHALL CHECK ALL DIMENSIONS AND VERIFY ALL CONDITIONS SHOWN ON THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND CONFIRM ALL EXISTING CONDITIONS AFFECTING THEIR WORK AND TO NOTIFY OWNER AND ARCHITECT OF EXISTING CONDITIONS THAT ARE UNFORESEEN OR ARE DIFFERENT FROM CONDITIONS THAT ARE DEPICTED IN THE CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF WORK.
   - C. DIMENSIONS AND INFORMATION INDICATED ON DRAWINGS, SPECIFIED OR GIVEN ORALLY CONCERNING SIZES, ELEVATIONS, EXISTING OBSTRUCTIONS IN EXISTING CONSTRUCTION, AND SIZE, ELEVATIONS AND LOCATIONS OF UNDERGROUND SERVICES, HAS BEEN OBTAINED FROM SOURCES THE ARCHITECT BELIEVES TO BE RELIABLE. HOWEVER, THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF SUCH INFORMATION. SUCH INFORMATION IS GIVEN SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR, AND THE USE OF SUCH INFORMATION BY THE CONTRACTOR IS MADE AT THE CONTRACTORS' OWN RISK.
   - D. DEMOLITION CONTRACTOR SHALL ARRANGE FOR SITE AND BUILDING TOUR WITH THE CONTRACTOR AND OWNER PRIOR TO PREPARING AND SUBMITTING BIDS IN ORDER TO CLARIFY SPECIFIC DEMOLITION REQUIREMENTS THROUGHOUT THE ENTIRE BUILDING, AS WELL AS TO VERIFY ALL DIMENSIONS, ITEMS AND QUANTITIES TO BE REMOVED AS RELATED TO THEIR WORK.
   - E. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL CONDITIONS AND COORDINATION OF WORK WITH ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL TRADES.

4. DASHED LINES GENERALLY DENOTE MATERIALS AND/OR ASSEMBLIES TO BE REMOVED. WHERE DEMOLITION IS INDICATED, COMPLETELY REMOVE ALL CONSTRUCTION TO PROVIDE CLEAN, UNIFORM SURFACES AS REQUIRED FOR NEW CONSTRUCTION. REMOVE ALL MISCELLANEOUS ACCESSORIES, FASTENERS, HANGERS AND SUPPORTS RELATED TO BUILDING MATERIALS / SYSTEMS REMOVAL.

5. COORDINATE DEMOLITION WORK WITH PROJECT SCHEDULE FOR NEW WORK TO MINIMIZE TEMPORARY SUPPORTS AND CLOSURES, AND TO MINIMIZE DISRUPTION OF OWNERS OPERATIONS.

6. CAREFULLY DISMANTLE, REMOVE, SALVAGE AND STORE ANY REMOVED ITEMS AS INDICATED AND AS DIRECTED BY CONTRACTOR AND/OR OWNER IN SUCH A WAY AS TO PREVENT DAMAGE. ALL SALVAGED ITEMS ARE TO BECOME THE PROPERTY OF THE OWNER UNLESS ARRANGED OTHERWISE WITH THE OWNER. STORE SALVAGED ITEMS WHERE DIRECTED BY OWNER.

7. TRAFFIC
   - A. CONDUCT DEMOLITION OPERATIONS AND SCHEDULE THE REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.
   - B. B. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM THE OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS.

8. PROTECTIONS
   - A. PROVIDE AIR-TIGHT DUST BARRIERS, BARRICADES, TEMPORARY WALLS, AND OTHER PROTECTIONS AS REQUIRED BY LOCAL CONDITIONS TO CONTAIN DUST, DEBRIS, ETC. DUST BARRIERS, BARRICADES AND TEMPORARY WALLS SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING OFFICIALS AND CITY FIRE MARSHALS.
   - B. PROVIDE TEMPORARY WATERTIGHT AND THERMALLY ADEQUATE CLOSURES AT ALL EXTERIOR OPENINGS CREATED BY DEMOLITION ACTIVITIES TO PREVENT ANY WATER INFILTRATION OF EXISTING SYSTEMS.
   - C. CONDUCT OPERATIONS TO PREVENT DAMAGE BY FALLING DEBRIS OR OTHER CAUSES TO FACILITIES AND PERSONS. PROVIDE COVERED PASSAGEWAYS AS REQUIRED TO ENSURE THE SAFE PASSAGE OF PERSONS AROUND THE AREA OF DEMOLITION.
   - D. PROTECT WALLS, FLOORS, CEILINGS, EQUIPMENT, FIXTURES AND OTHER EXISTING CONSTRUCTION THAT IS TO REMAIN AND IS EXPOSED DURING DEMOLITION OPERATIONS.
   - E. ERECT SIGNS, BARRICADES AND OTHER FORMS OF WARNINGS AS MAY BE REQUIRED TO PREVENTS PERSONNEL FROM PUTTING THEMSELVES IN THE WAY OF INJURY.

9. REMOVED MATERIAL AND DEBRIS
   - A. ALL REMOVED MATERIAL, NOT OTHERWISE DESIGNATED, AND ALL DEBRIS BECOMES THE PROPERTY OF THE CONTRACTOR WHO SHALL REMOVE IT FROM THE SITE.
   - B. DO NOT ALLOW MATERIALS AND DEBRIS GENERATED BY DEMOLITION ACTIVITIES TO ACCUMULATE.
   - C. LEAVE ALL SPACES BROOM CLEAN AND WITH ALL LEDGES AND CORNERS PROPERLY CLEANED AT THE END OF EACH SHIFT.

10. PROMPTLY REPAIR DAMAGE CAUSED TO ADJACENT CONSTRUCTION OR FACILITIES TO REMAIN DUE TO DEMOLITION OPERATIONS AS DIRECTED BY THE ARCHITECT/OWNERS REPRESENTATIVE AND AT NO COST TO THE OWNER. MATCH EXISTING MATERIALS, INSTALLATION AND QUALITY TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE AND CONTRACTOR.

11. CONTRACTOR AND DEMOLITION SUBCONTRACTOR TO PROVIDE LIMITS OF WORK AND BARRICADES FOR OWNER AND AUTHORITIES HAVING JURISDICTION APPROVAL AS TO NOT DISRUPT ADJACENT PROPERTY OR CONSTRUCTION.

12. CONFER WITH THE OWNERS REPRESENTATIVE AS TO THE SEQUENCING AND PHASING OF THE PERFORMANCE OF VARIOUS PARTS OF THE WORK. COOPERATE FULLY TO THE END THAT CERTAIN FACILITIES AND SERVICES ARE MAINTAINED IN OPERATION UNTIL IMMEDIATELY BEFORE THE REMOVAL IS REQUIRED TO PERMIT INSTALLATION OF NEW WORK.

13. ALL STRUCTURAL COLUMNS, BEAMS, LINTELS, ETC. ARE TO REMAIN UNLESS SPECIFICALLY NOTED FOR REMOVAL. MAINTAIN STRUCTURAL SOUNDNESS OF REMAINING WALLS AND STRUCTURE. NOTIFY ARCHITECT AND OWNERS REPRESENTATIVE IMMEDIATELY IF STRUCTURAL INTEGRITY HAS BEEN FOUND TO BE COMPROMISED.

14. WHERE THE EXISTING CONSTRUCTION IS TO BE ALTERED, OR OTHERWISE DISTURBED, PROVIDE TEMPORARY AND/OR PERMANENT BRACING AND SHORING AS MAY BE REQUIRED BEFORE AND DURING OPERATIONS AND UNTIL THE WORK IS SAFELY COMPLETED AND NO LONGER NEEDS SAME.

15. CARRY OUT ALL DEMOLITION WORK IN CLOSE COORDINATION AND COOPERATION WITH STRUCTURAL TRADES FOR PROPER SEQUENCING OF THE WORK TO ASSURE THE COMPLETE SAFETY AND STRUCTURAL INTEGRITY OF THE BUILDING AND ITS ELEMENTS AT ALL TIMES. PROVIDE TEMPORARY COLUMNS, JACKS, BEAMS, ETC. WHERE REQUIRED FOR SUPPORT OF EXISTING ELEMENTS OF CONSTRUCTION TO REMAIN IN SAFE, COMPETENT MANNER, IN CONFORMANCE WITH ALL LAWS, CODES ORDINANCES, RULES AND REGULATIONS BEARING ON THE WORK.

16. DEMOLITION OF ALL PORTIONS OF THE STRUCTURE TO BE REMOVED SHALL BE DONE WITH UTMOST CARE. USING TOOLS AND METHODS SUBJECT TO OWNERS APPROVAL. ALL POSSIBLE CARE SHALL BE TAKEN TO AVOID DAMAGING, SHOCK OR VIBRATION TO PORTIONS OF EXISTING STRUCTURE TO REMAIN.

17. NEW OPENINGS SHALL BE MADE IN EXISTING WALLS, CEILINGS, FLOORS AND ROOF AS REQUIRED FOR THE INSTALLATION OF NEW WORK. OPENINGS SHALL BE CUT CLEAN AND ACCURATELY SO AS NOT TO DISTURB EXISTING WALLS, FLOOR, PARTITIONS, CEILINGS, ETC. WHICH ARE TO REMAIN.

18. PATCH AND REPAIR FIREPROOFING AS REQUIRED TO MAINTAIN ORIGINAL FIRE RATING. NEW PENETRATIONS AND OPENINGS IN FIRE RATED WALL ASSEMBLIES SHALL BE FIRE STOPPED TO MAINTAIN EXISTING FIRE RATING OF WALL.

19. WHERE CARPETING, RESILIENT FLOORING, CERAMIC TILE AND OTHER APPLIED FINISH FLOORING, AND WALL BASE MATERIALS ARE REMOVED, THOROUGHLY CLEAN ALL RESIDUAL MATERIAL FROM THE FLOOR SLAB AND WALLS TO PROVIDE A CLEAN UNIFORM SURFACE.

20. WHERE CEILINGS ARE REMOVED, REMOVE METAL SUSPENSION SYSTEM COMPLETE INCLUDING ALL SUSPENSION WIRES AND AUXILIARY FRAMING UNLESS IT WILL BE REUSED FOR NEW CEILING SYSTEM.

21. COMPLETELY REMOVE ALL EXISTING UNUSED ELECTRICAL AND LOW VOLTAGE ITEMS BACK TO CORRESPONDING PANELS. LAYOUT AND DESIGN IS THE RESPONSIBILITY OF THE ELECTRICAL/TELECOM CONTRACTOR BASED ON DESIGN INTENT ESTABLISHED IN THIS PACKAGE.

22. ALL EXISTING CONCRETE SLAB ON GRADE, CONCRETE TOPPING AND CONCRETE PLANK CONSTRUCTION TO REMAIN IS TO BE PATCHED, REPAIRED, AND / OR FILLED TO MATCH EXISTING, PREPARE TO RECEIVE NEW FINISH.

24. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES IN DEMOLITION AREAS BEFORE PROCEEDING WITH THE WORK. ALL DISCREPANCIES SHALL BE DOCUMENTED AND REPORTED TO THE ARCHITECT.

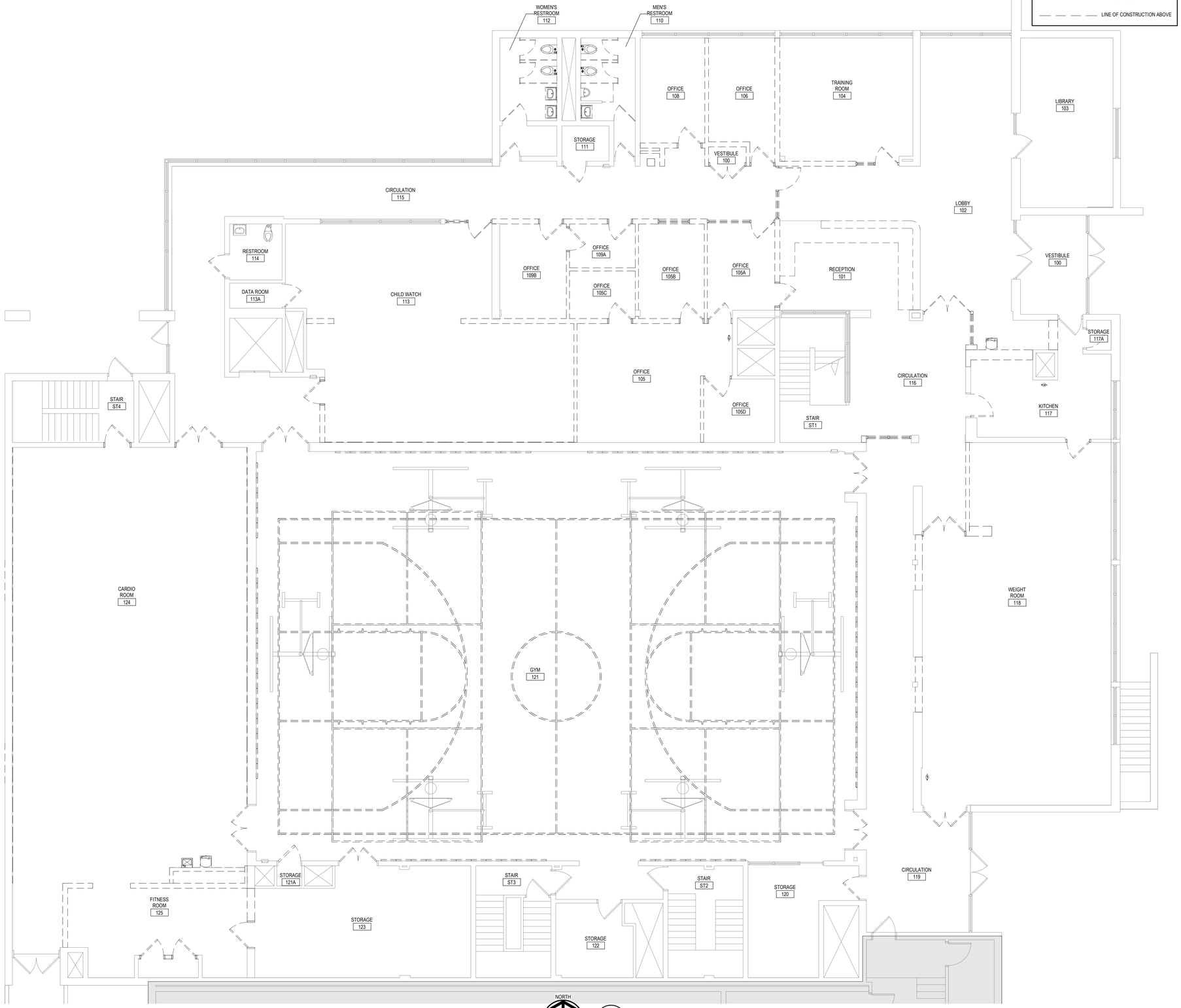
25. SAW CUT AND DEMO THE EXISTING SLAB ON GRADE AS REQUIRED FOR NEW UTILITY RUNS, SANITARY LINES, ELECTRICAL CONDUITS, ETC. COORDINATE WITH MECHANICAL, ELECTRICAL & PLUMBING CONTRACTORS. REPAIR ALL WORK AS REQUIRED (FLUSH WITH EXISTING). NOTE: DEPTH OF SLAB IS UNKNOWN.

THIS BUILDING WAS BUILT PRIOR TO 1978, THEREFORE THE CONTRACTOR WILL ASSUME THAT ALL EXISTING PAINTED SURFACES MAY BE CONTAMINATED AND PLAN THEIR WORK ACCORDINGLY. INCLUDE WITHIN THE WORK ANY REMEDIATION EFFORTS, REMOVAL EFFORTS, ABATEMENT, TESTING, MONITORING AND DISPOSAL REQUIRED TO COMPLY WITH ALL APPLICABLE, LOCAL, STATE AND FEDERAL REGULATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS RELATED TO LEAD-CONTAINING PAINT AND OTHER HAZARDOUS MATERIALS.

DEMO FLOOR PLAN LEGEND

- EXISTING CONSTRUCTION TO REMAIN (NIC) (WORK IN THESE AREAS MAY BE REQUIRED TO COMPLETE SCOPE OF WORK
- EXISTING CONSTRUCTION TO BE REMOVED COMPLETE (INCLUDING ALL ANCHORS AND CONNECTIONS TO EXISTING CONSTRUCTION)
- EXISTING SLAB TO BE SAWCUT FOR NEW PLUMBING
- EXISTING CONSTRUCTION TO BE PARTIALLY REMOVED
- EXISTING WALL / CONSTRUCTION TO REMAIN
- PROPERTY LINE
- LINE OF CONSTRUCTION ABOVE



NORTH

1 AD101 FIRST FLOOR COMPOSITE DEMOLITION PLAN

SCALE: 3/16" = 1'-0"

architecture
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Next
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Seal

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Revisions

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Title
FIRST FLOOR DEMOLITION PLAN

Sheet
AD101

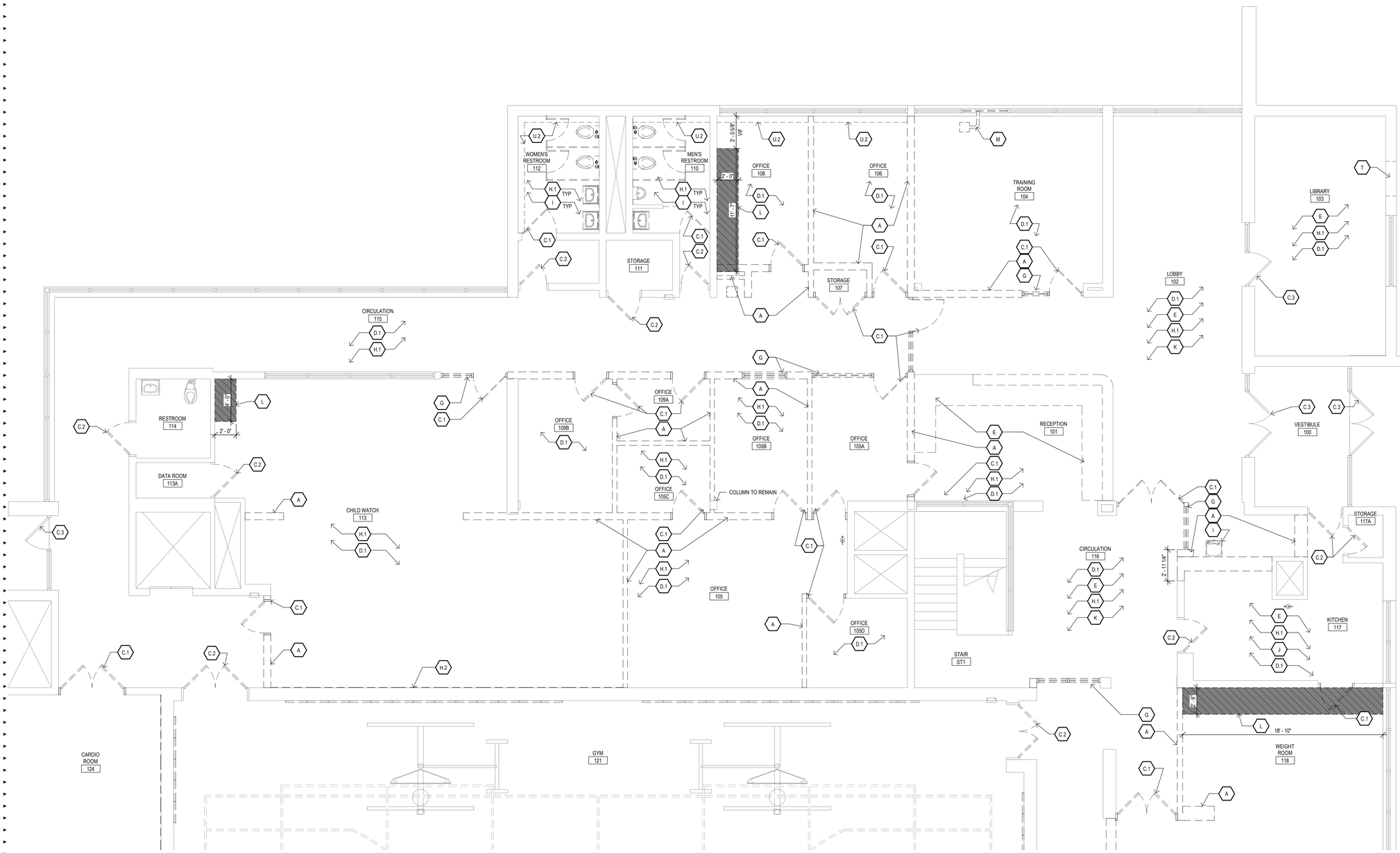
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DEMO FLOOR PLAN LEGEND

- EXISTING CONSTRUCTION TO REMAIN (NIC) (WORK IN THESE AREAS MAY BE REQUIRED TO COMPLETE SCOPE OF WORK
- EXISTING CONSTRUCTION TO BE REMOVED COMPLETE (INCLUDING ALL ANCHORS AND CONNECTIONS TO EXISTING CONSTRUCTION)
- EXISTING SLAB TO BE SAWCUT FOR NEW PLUMBING
- EXISTING CONSTRUCTION TO BE PARTIALLY REMOVED
- EXISTING WALL / CONSTRUCTION TO REMAIN
- PROPERTY LINE
- LINE OF CONSTRUCTION ABOVE

DEMOLITION KEYNOTES

- A — REMOVE EXISTING INTERIOR WALLS COMPLETE. REMOVE ALL FASTENERS, ANCHORS, AND CONNECTIONS TO EXISTING CONSTRUCTION.
- B — REMOVE EXISTING INTERIOR WALL CONSTRUCTION AS REQUIRED TO INSTALL NEW OPENING INDICATED ON ARCHITECTURAL DRAWINGS.
- C.1 — REMOVE EXISTING DOOR, FRAME, AND HARDWARE COMPLETE.
- C.2 — REMOVE EXISTING DOOR AND HARDWARE COMPLETE. EXISTING FRAME TO REMAIN.
- C.3 — REMOVE EXISTING DOOR HARDWARE COMPLETE. EXISTING DOOR PANEL AND FRAME TO REMAIN.
- D.1 — REMOVE EXISTING FLOOR FINISHES & WALL BASE, INCLUDING SETTING SYSTEM COMPLETE. PREPARE SLAB AS REQUIRED TO PROVIDE A SMOOTH AND LEVEL SURFACE TO RECEIVE NEW FINISHES.
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- F — REMOVE EXISTING COLUMN ENCLOSURE COMPLETE.
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- H.2 — REMOVE EXISTING WALL-MOUNTED MIRRORS COMPLETE. PREPARE WALL BEHIND AS REQUIRED FOR REFINISHING.
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NORTH

1 / AD201A — FIRST FLOOR DEMOLITION PLAN - AREA A
SCALE: 1/4" = 1'-0"

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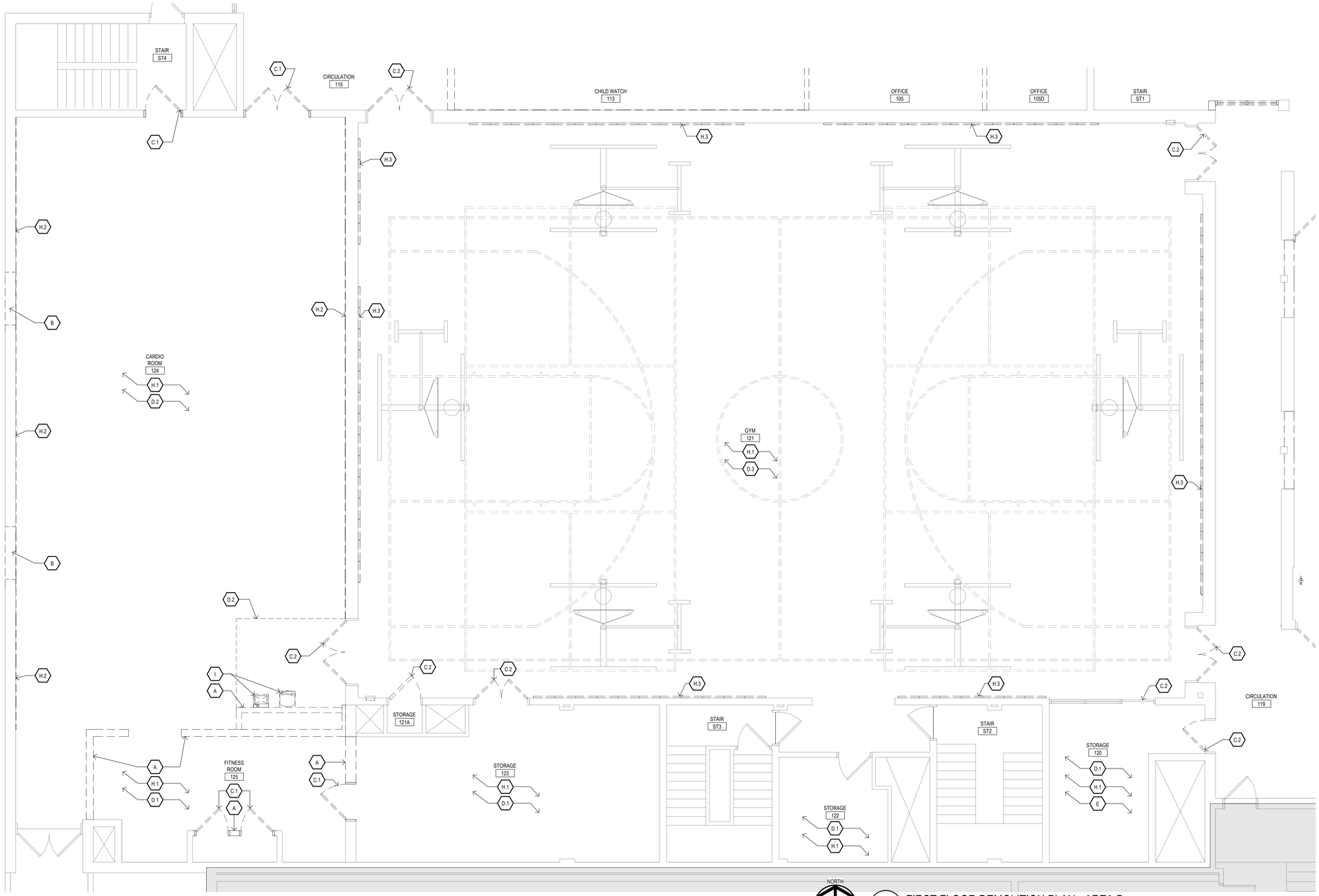
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FIRST FLOOR DEMOLITION PLAN - AREA A

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1 AD201B FIRST FLOOR DEMOLITION PLAN - AREA B
SCALE: 1/4" = 1'-0"

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Title
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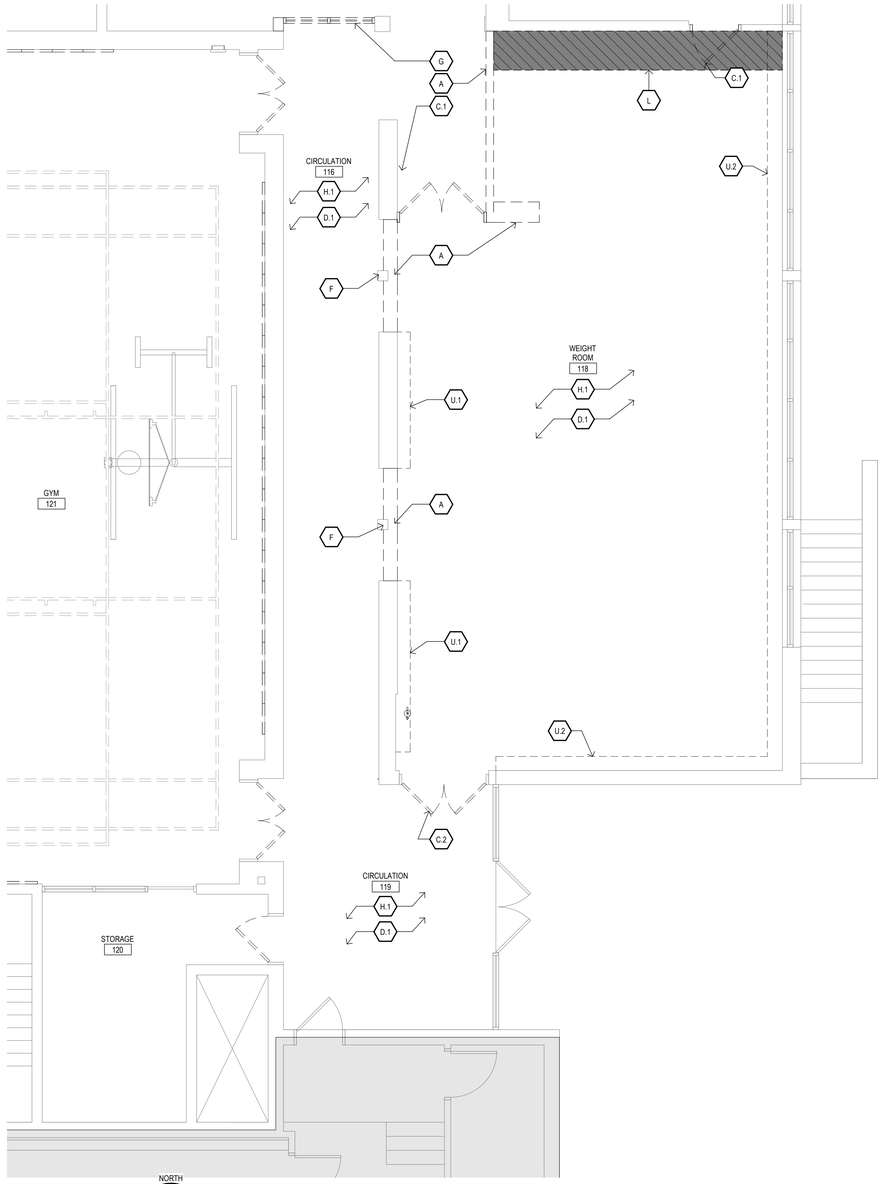
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1 AD201C — FIRST FLOOR DEMOLITION PLAN - AREA C
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Title
FIRST FLOOR DEMOLITION PLAN - AREA C

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GENERAL DEMOLITION NOTES:

1. DEMOLITION SUBCONTRACTOR MUST ARRANGE FOR A TOUR OF THE AREA OF WORK WITH THE CONTRACTOR BEFORE PREPARING AND SUBMITTING BIDS TO CLARIFY SPECIFIC DEMOLITION REQUIREMENTS THROUGHOUT THE ENTIRE AREA OF WORK AND TO VERIFY ALL DIMENSIONS, CONDITIONS AND QUANTITIES OF ITEMS BEING REMOVED.

2. THE SCOPE OF DEMOLITION WORK ITEMIZED IN THESE ARCHITECTURAL DOCUMENTS (WITHIN THE BOUNDARY OF THE NEW WORK AREA) IS REPRESENTATIVE OF A "SNAP-SHOT IN TIME" AND MAY NOT SPECIFICALLY REPRESENT EXACT CONDITIONS AT THE TIME OF BIDDING. CONTRACTOR MUST DOCUMENT AND SUBMIT ANY CLARIFICATIONS/QUESTIONS FROM THE TOUR-WALK-THROUGH TO THE ARCHITECT AND OWNER.

3. VERIFICATION
   A. ORIGINAL CONSTRUCTION DOCUMENTS OF THE EXISTING BUILDING ARE AVAILABLE UPON REQUEST FROM THE OWNER. ACCURACY OF THESE DRAWINGS TO REFLECT ACTUAL CONDITIONS CANNOT BE VERIFIED WHERE CONDITIONS ARE NOT FULLY EXPOSED.

   B. EACH CONTRACTOR SHALL CHECK ALL DIMENSIONS AND VERIFY ALL CONDITIONS SHOWN ON THE DRAWINGS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND CONFIRM ALL EXISTING CONDITIONS AFFECTING THEIR WORK AND TO NOTIFY OWNER AND ARCHITECT OF EXISTING CONDITIONS THAT ARE UNFORESEEN OR ARE DIFFERENT FROM CONDITIONS THAT ARE DEPICTED IN THE CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF WORK.

   C. DIMENSIONS AND INFORMATION INDICATED ON DRAWINGS, SPECIFIED OR GIVEN ORALLY CONCERNING SIZES, ELEVATIONS, EXISTING OBSTRUCTIONS IN EXISTING CONSTRUCTION, AND SIZE, ELEVATIONS AND LOCATIONS OF UNDERGROUND SERVICES, HAS BEEN OBTAINED FROM SOURCES THE ARCHITECT BELIEVES TO BE RELIABLE. HOWEVER, THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF SUCH INFORMATION. SUCH INFORMATION IS GIVEN SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR, AND THE USE OF SUCH INFORMATION BY THE CONTRACTOR IS MADE AT THE CONTRACTORS' OWN RISK.

   D. DEMOLITION CONTRACTOR SHALL ARRANGE FOR SITE AND BUILDING TOUR WITH THE CONTRACTOR AND OWNER PRIOR TO PREPARING AND SUBMITTING BIDS IN ORDER TO CLARIFY SPECIFIC DEMOLITION REQUIREMENTS THROUGHOUT THE ENTIRE BUILDING, AS WELL AS TO VERIFY ALL DIMENSIONS, ITEMS AND QUANTITIES TO BE REMOVED AS RELATED TO THEIR WORK.

   E. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL CONDITIONS AND COORDINATION OF WORK WITH ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL TRADES.

4. DASHED LINES GENERALLY DENOTE MATERIALS AND/OR ASSEMBLIES TO BE REMOVED. WHERE DEMOLITION IS INDICATED, COMPLETELY REMOVE ALL CONSTRUCTION TO PROVIDE CLEAN, UNIFORM SURFACES AS REQUIRED FOR NEW CONSTRUCTION. REMOVE ALL MISCELLANEOUS ACCESSORIES, FASTENERS, HANGERS AND SUPPORTS RELATED TO BUILDING MATERIALS / SYSTEMS REMOVAL.

5. COORDINATE DEMOLITION WORK WITH PROJECT SCHEDULE FOR NEW WORK TO MINIMIZE TEMPORARY SUPPORTS AND CLOSURES, AND TO MINIMIZE DISRUPTION OF OWNERS OPERATIONS.

6. CAREFULLY DISMANTLE, REMOVE, SALVAGE AND STORE ANY REMOVED ITEMS AS INDICATED AND AS DIRECTED BY CONTRACTOR AND/OR OWNER IN SUCH A WAY AS TO PREVENT DAMAGE. ALL SALVAGED ITEMS ARE TO BECOME THE PROPERTY OF THE OWNER UNLESS ARRANGED OTHERWISE WITH THE OWNER. STORE SALVAGED ITEMS WHERE DIRECTED BY OWNER.

7. TRAFFIC
   A. CONDUCT DEMOLITION OPERATIONS AND SCHEDULE THE REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.

   B. B. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM THE OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS.

8. PROTECTIONS

   A. PROVIDE AIR-TIGHT DUST BARRIERS, BARRICADES, TEMPORARY WALLS, AND OTHER PROTECTIONS AS REQUIRED BY LOCAL CONDITIONS TO CONTAIN DUST, DEBRIS, ETC. DUST BARRIERS, BARRICADES AND TEMPORARY WALLS SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING OFFICIALS AND CITY FIRE MARSHALS.

   B. PROVIDE TEMPORARY WATERTIGHT AND THERMALLY ADEQUATE CLOSURES AT ALL EXTERIOR OPENINGS CREATED BY DEMOLITION ACTIVITIES TO PREVENT ANY WATER INFILTRATION OF EXISTING SYSTEMS.

   C. CONDUCT OPERATIONS TO PREVENT DAMAGE BY FALLING DEBRIS OR OTHER CAUSES TO FACILITIES AND PERSONS. PROVIDE COVERED PASSAGEWAYS AS REQUIRED TO ENSURE THE SAFE PASSAGE OF PERSONS AROUND THE AREA OF DEMOLITION.

   D. PROTECT WALLS, FLOORS, CEILINGS, EQUIPMENT, FIXTURES AND OTHER EXISTING CONSTRUCTION THAT IS TO REMAIN AND IS EXPOSED DURING DEMOLITION OPERATIONS.

   E. ERECT SIGNS, BARRICADES AND OTHER FORMS OF WARNINGS AS MAY BE REQUIRED TO PREVENTS PERSONNEL FROM PUTTING THEMSELVES IN THE WAY OF INJURY.

9. REMOVED MATERIAL AND DEBRIS
   A. ALL REMOVED MATERIAL, NOT OTHERWISE DESIGNATED, AND ALL DEBRIS BECOMES THE PROPERTY OF THE CONTRACTOR WHO SHALL REMOVE IT FROM THE SITE.

   B. DO NOT ALLOW MATERIALS AND DEBRIS GENERATED BY DEMOLITION ACTIVITIES TO ACCUMULATE.

   C. LEAVE ALL SPACES BROOM CLEAN AND WITH ALL LEDGES AND CORNERS PROPERLY CLEANED AT THE END OF EACH SHIFT.

10. PROMPTLY REPAIR DAMAGE CAUSED TO ADJACENT CONSTRUCTION OR FACILITIES TO REMAIN DUE TO DEMOLITION OPERATIONS AS DIRECTED BY THE ARCHITECT/OWNERS REPRESENTATIVE AND AT NO COST TO THE OWNER. MATCH EXISTING MATERIALS, INSTALLATION AND QUALITY TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE AND CONTRACTOR.

11. CONTRACTOR AND DEMOLITION SUBCONTRACTOR TO PROVIDE LIMITS OF WORK AND BARRICADES FOR OWNER AND AUTHORITIES HAVING JURISDICTION APPROVAL AS TO NOT DISRUPT ADJACENT PROPERTY OR CONSTRUCTION.

12. CONFER WITH THE OWNERS REPRESENTATIVE AS TO THE SEQUENCING AND PHASING OF THE PERFORMANCE OF VARIOUS PARTS OF THE WORK. COOPERATE FULLY TO THE END THAT CERTAIN FACILITIES AND SERVICES ARE MAINTAINED IN OPERATION UNTIL IMMEDIATELY BEFORE THE REMOVAL IS REQUIRED TO PERMIT INSTALLATION OF NEW WORK.

13. ALL STRUCTURAL COLUMNS, BEAMS, LINTELS, ETC. ARE TO REMAIN UNLESS SPECIFICALLY NOTED FOR REMOVAL. MAINTAIN STRUCTURAL SOUNDNESS OF REMAINING WALLS AND STRUCTURE. NOTIFY ARCHITECT AND OWNERS REPRESENTATIVE IMMEDIATELY IF STRUCTURAL INTEGRITY HAS BEEN FOUND TO BE COMPROMISED.

14. WHERE THE EXISTING CONSTRUCTION IS TO BE ALTERED, OR OTHERWISE DISTURBED, PROVIDE TEMPORARY AND/OR PERMANENT BRACING AND SHORING AS MAY BE REQUIRED BEFORE AND DURING OPERATIONS AND UNTIL THE WORK IS SAFELY COMPLETED AND NO LONGER NEEDS SAME.

15. CARRY OUT ALL DEMOLITION WORK IN CLOSE COORDINATION AND COOPERATION WITH STRUCTURAL TRADES FOR PROPER SEQUENCING OF THE WORK TO ASSURE THE COMPLETE SAFETY AND STRUCTURAL INTEGRITY OF THE BUILDING AND ITS ELEMENTS AT ALL TIMES. PROVIDE TEMPORARY COLUMNS, JACKS, BEAMS, ETC. WHERE REQUIRED FOR SUPPORT OF EXISTING ELEMENTS OF CONSTRUCTION TO REMAIN IN SAFE, COMPETENT MANNER, IN CONFORMANCE WITH ALL LAWS, CODES ORDINANCES, RULES AND REGULATIONS BEARING ON THE WORK.

16. DEMOLITION OF ALL PORTIONS OF THE STRUCTURE TO BE REMOVED SHALL BE DONE WITH UTMOST CARE, USING TOOLS AND METHODS SUBJECT TO OWNERS APPROVAL. ALL POSSIBLE CARE SHALL BE TAKEN TO AVOID DAMAGING, SHOCK OR VIBRATION TO PORTIONS OF EXISTING STRUCTURE TO REMAIN.

17. NEW OPENINGS SHALL BE MADE IN EXISTING WALLS, CEILINGS, FLOORS AND ROOF AS REQUIRED FOR THE INSTALLATION OF NEW WORK. OPENINGS SHALL BE CUT CLEAN AND ACCURATELY SO AS NOT TO DISTURB EXISTING WALLS, FLOOR, PARTITIONS, CEILINGS, ETC. WHICH ARE TO REMAIN.

18. PATCH AND REPAIR FIREPROOFING AS REQUIRED TO MAINTAIN ORIGINAL FIRE RATING. NEW PENETRATIONS AND OPENINGS IN FIRE RATED WALL ASSEMBLIES SHALL BE FIRE STOPPED TO MAINTAIN EXISTING FIRE RATING OF WALL.

19. WHERE CARPETING, RESILIENT FLOORING, CERAMIC TILE AND OTHER APPLIED FINISH FLOORING, AND WALL BASE MATERIALS ARE REMOVED, THOROUGHLY CLEAN ALL RESIDUAL MATERIAL FROM THE FLOOR SLAB AND WALLS TO PROVIDE A CLEAN UNIFORM SURFACE.

20. WHERE CEILINGS ARE REMOVED, REMOVE METAL SUSPENSION SYSTEM COMPLETE INCLUDING ALL SUSPENSION WIRES AND AUXILIARY FRAMING UNLESS IT WILL BE REUSED FOR NEW CEILING SYSTEM.

21. COMPLETELY REMOVE ALL EXISTING UNUSED ELECTRICAL AND LOW VOLTAGE ITEMS BACK TO CORRESPONDING PANELS. LAYOUT AND DESIGN IS THE RESPONSIBILITY OF THE ELECTRICAL/TELECOM CONTRACTOR BASED ON DESIGN INTENT ESTABLISHED IN THIS PACKAGE.

22. ALL EXISTING CONCRETE SLAB ON GRADE, CONCRETE TOPPING AND CONCRETE PLANK CONSTRUCTION TO REMAIN IS TO BE PATCHED, REPAIRED, AND / OR FILLED TO MATCH EXISTING, PREPARE TO RECEIVE NEW FINISH.

24. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES IN DEMOLITION AREAS BEFORE PROCEEDING WITH THE WORK. ALL DISCREPANCIES SHALL BE DOCUMENTED AND REPORTED TO THE ARCHITECT.

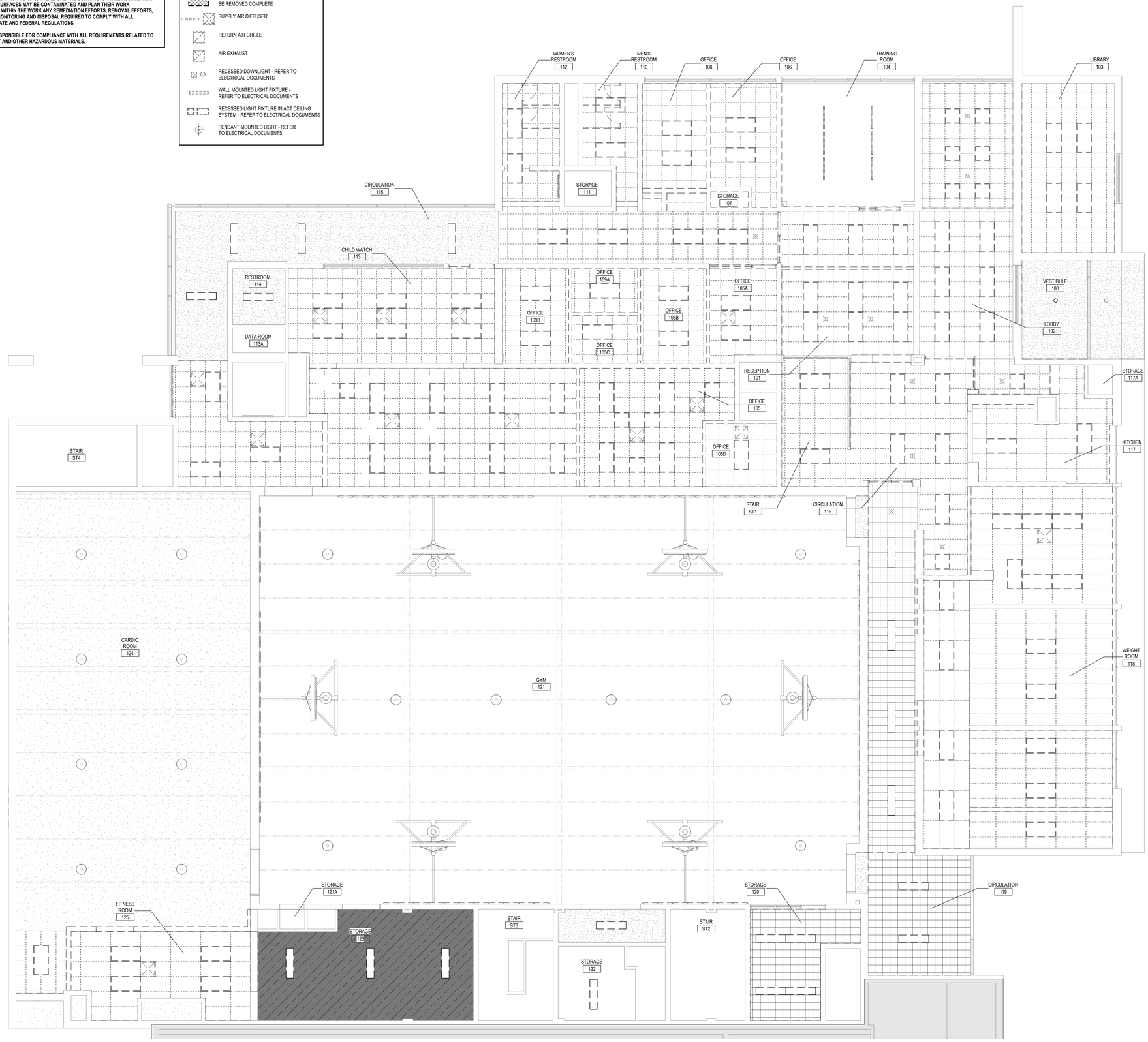
25. SAW CUT AND DEMO THE EXISTING SLAB ON GRADE AS REQUIRED FOR NEW UTILITY RUNS, SANITARY LINES, ELECTRICAL CONDUITS, ETC. COORDINATE WITH MECHANICAL, ELECTRICAL & PLUMBING CONTRACTORS. REPAIR ALL WORK AS REQUIRED (FLUSH WITH EXISTING). NOTE: DEPTH OF SLAB IS UNKNOWN.

THIS BUILDING WAS BUILT PRIOR TO 1978, THEREFORE THE CONTRACTOR WILL ASSUME THAT ALL EXISTING PAINTED SURFACES MAY BE CONTAMINATED AND PLAN THEIR WORK ACCORDINGLY. INCLUDE WITHIN THE WORK ANY REMEDIATION EFFORTS, REMOVAL EFFORTS, ABATEMENT, TESTING, MONITORING AND DISPOSAL REQUIRED TO COMPLY WITH ALL APPLICABLE, LOCAL, STATE AND FEDERAL REGULATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS RELATED TO LEAD-CONTAINING PAINT AND OTHER HAZARDOUS MATERIALS.

DEMO REFLECTED CEILING PLAN LEGEND

- 1'-0" GYP — CEILING HEIGHT
- SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)
- EXISTING CONSTRUCTION BE REMOVED COMPLETE
- SUPPLY AIR DIFFUSER
- RETURN AIR GRILLE
- AIR EXHAUST
- RECESSED DOWNLIGHT - REFER TO ELECTRICAL DOCUMENTS
- WALL MOUNTED LIGHT FIXTURE - REFER TO ELECTRICAL DOCUMENTS
- RECESSED LIGHT FIXTURE IN ACT CEILING SYSTEM - REFER TO ELECTRICAL DOCUMENTS
- PENDANT MOUNTED LIGHT - REFER TO ELECTRICAL DOCUMENTS



NORTH

1 AD301 — FIRST FLOOR REFLECTED CEILING DEMO PLAN
SCALE: 3/16" = 1'-0"

architecture
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400 Galleria Officentre, Ste 555
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Title
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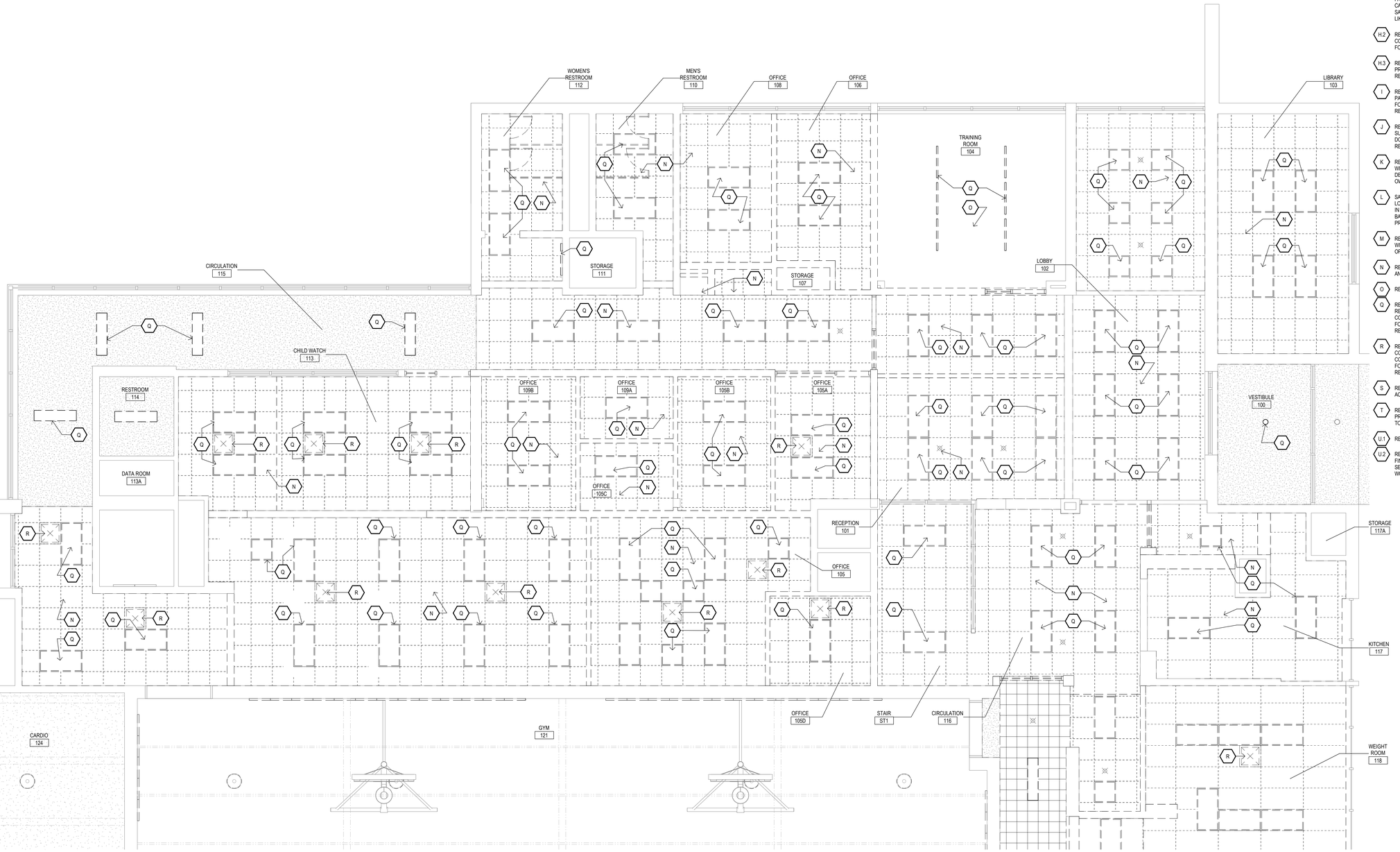
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NORTH

1 / AD321A — FIRST FLOOR REFLECTED CEILING DEMO PLAN - AREA A
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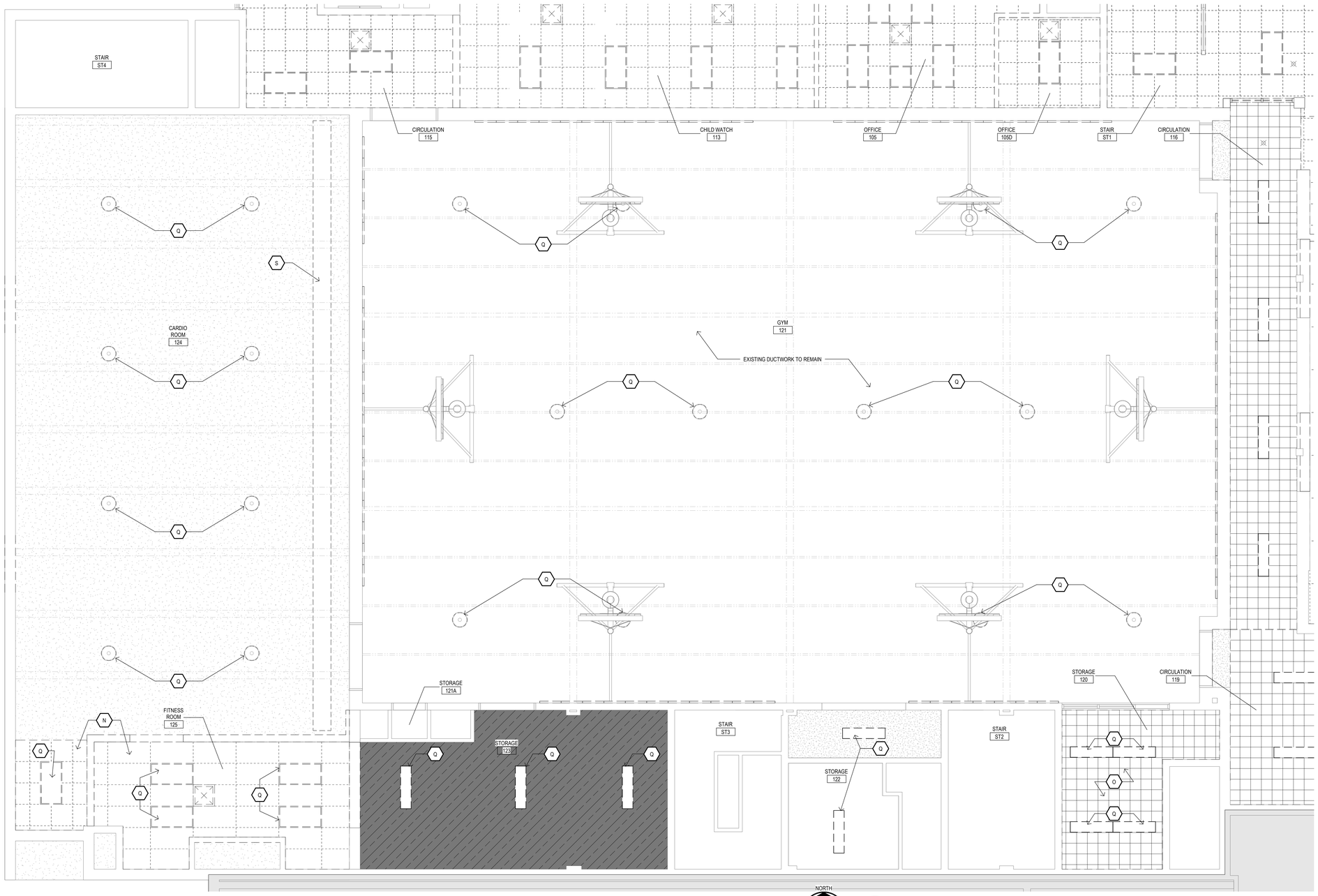
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1 AD321B FIRST FLOOR REFLECTED CEILING DEMO PLAN - AREA B

SCALE: 1/4" = 1'-0"

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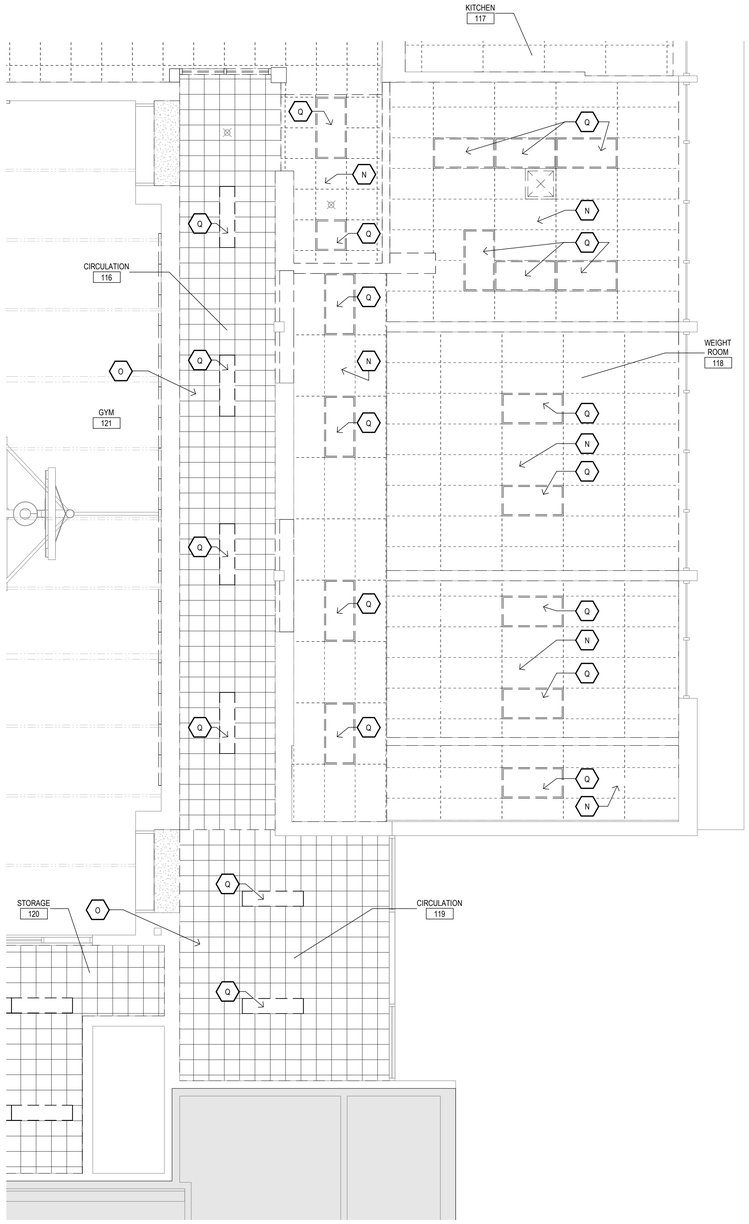
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NORTH

1 / AD321C — FIRST FLOOR REFLECTED CEILING DEMO PLAN - AREA C

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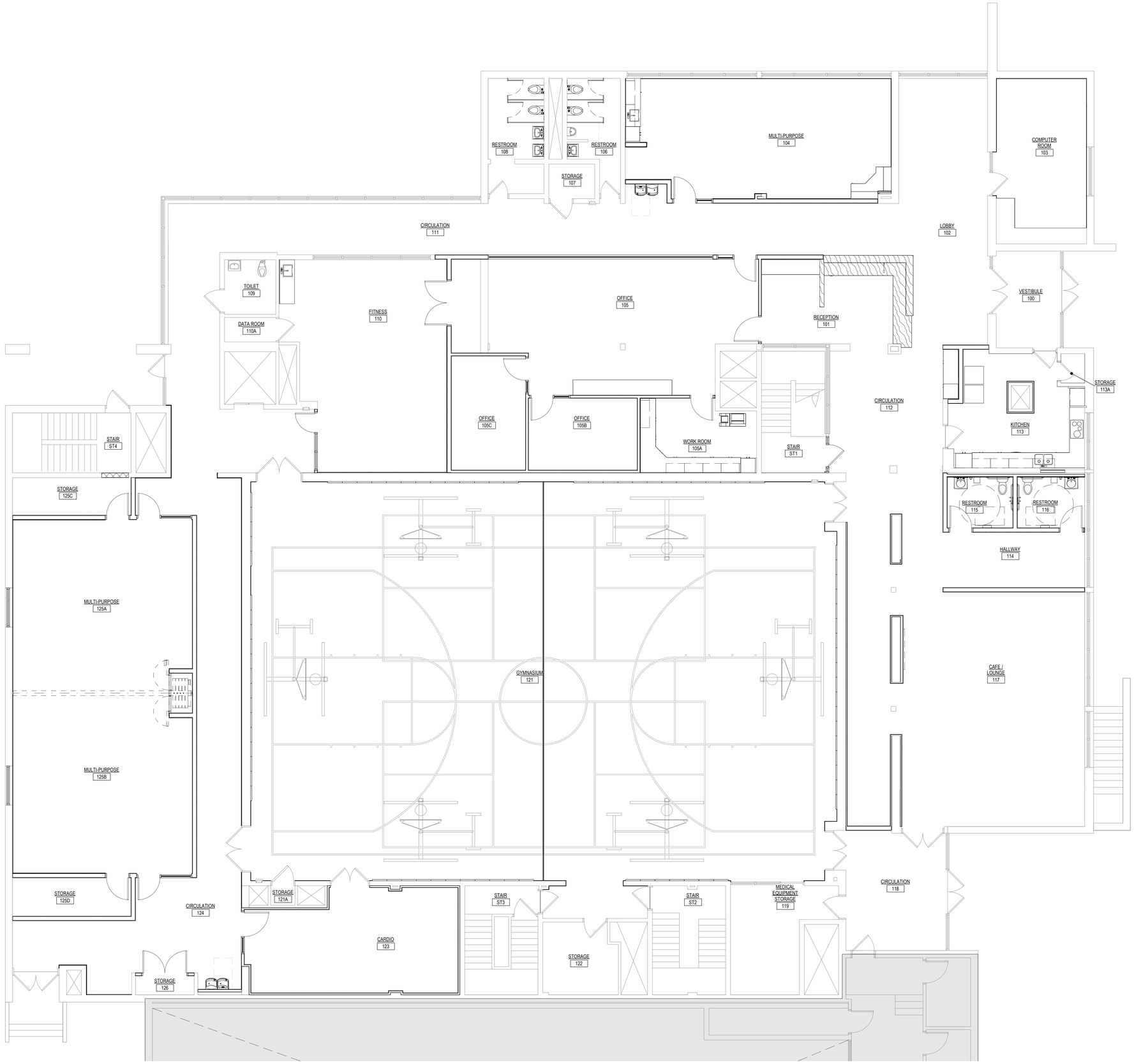
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Title
REFLECTED CEILING DEMOLITION PLAN - AREA C

Sheet
AD321C

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NORTH

1 / A101 FIRST FLOOR COMPOSITE PLAN

SCALE: 3/16" = 1'-0"

GENERAL FLOOR PLAN NOTES:

1. CONFIRM FINAL SITE GRADES IN THE FIELD. REPORT ANY UNCOORDINATED FINDINGS TO THE CONTRACTOR, CIVIL ENGINEER AND ARCHITECT.
2. ALL DIMENSIONS ARE TO THE FACE OF MASONRY / CONCRETE / GYPSUM BOARD AND CENTERLINE OF OPENINGS FOR DOORS AND WINDOWS (FACE OF OPENING WHEN LOCATED IN MASONRY / CONCRETE), UNLESS NOTED OTHERWISE.
3. ALL DOORS TO BE SET OFF ADJACENT WALLS 4" UNLESS NOTED OTHERWISE.
4. DIMENSIONS AT OVERHEAD DOORS ARE THE FINISHED OPENING DIMENSIONS, UNLESS NOTED OTHERWISE.
5. PATCH ALL EXISTING TO REMAIN GYPSUM BOARD WALLS AS REQUIRED WHERE EXISTING WALL, EXISTING MILLWORK, OR EXISTING UTILITIES WERE REMOVED FROM THE WALL. ALSO PATCH WALL SURFACE WHERE GYPSUM BOARD WAS REMOVED TO ACCOMMODATE NEW WORK. PROVIDE LEVEL OF FINISH AS SPECIFIED.
6. PATCH AND REPAIR ALL EXISTING AREAS OF SPRAY FIREPROOFING TO MATCH EXISTING RATING WHERE THE FIREPROOFING IS MISSING DUE TO PRE-EXISTING CONDITIONS, DEMOLITION AND CONSTRUCTION ACTIVITIES.
7. PROVIDE AND INSTALL SEALANT AT INTERSECTION OF ALL GYPSUM BOARD PARTITIONS AND MASONRY/CONCRETE WALLS, (BOTH SIDES OF PARTITIONS).
8. AT ALL 1-HOUR AND 2-HOUR RATED PARTITIONS, FLOORS & CEILING (NEW OR EXISTING) WITHIN LIMITS OF NEW WORK, PROVIDE FIRESTOPPING TO MATCH WALL RATING AT ALL PENETRATIONS AND INTERSECTIONS. REFER TO "FIRESTOPPING" SPECIFICATION.
9. PLANS INDICATE MINIMUM REQUIREMENTS FOR FIRE EXTINGUISHERS, PROVIDE ADDITIONAL EXTINGUISHERS IF REQUIRED BY AUTHORITY HAVING JURISDICTION. FIRE EXTINGUISHERS TO COMPLY WITH NFPA 10.
10. VERIFY SIZE AND LOCATION OF MECHANICAL AND ELECTRICAL EQUIPMENT, PADS, PENETRATIONS AND SUPPORTS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.
11. COORDINATE ALL METER LOCATIONS WITH CIVIL, PLUMBING AND ELECTRICAL CONTRACTORS.
12. COORDINATE TRANSFORMER PAD LOCATION WITH CIVIL, STRUCTURAL AND ELECTRICAL CONTRACTORS.
13. TO THE MAXIMUM EXTENT POSSIBLE, FLOOR CLEAN-OUTS ARE TO BE LOCATED IN INCONSPICUOUS LOCATIONS. ALL FLOOR CLEAN-OUTS LOCATED IN AREAS WITH FINISH FLOORING ARE TO BE FITTED WITH FINISH FLOORING INSERTS. ALL CLEAN-OUTS ARE TO BE FLUSH WITH FLOORS/WALLS.
14. REFER TO SHEET A011 FOR STANDARD AND BARRIER FREE MOUNTING HEIGHTS.

REFER TO SHEET A012 FOR ADDITIONAL INFORMATION.

FLOOR PLAN LEGEND

- SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)
- GYPSUM BOARD WALL WITH METAL STUDS (UNO)
- CONCRETE MASONRY UNIT - REFER TO STRUCTURAL DOCUMENTS
- BRICK WALL - REFER TO STRUCTURAL DOCUMENTS
- PROPERTY LINE
- * CONCRETE MASONRY UNIT - BULLNOSE
- P3.3A PARTITION TYPE - REFER TO A051
- FE WALL MOUNTED FIRE EXTINGUISHER
- FEC FIRE EXTINGUISHER CABINET - SURFACE MOUNTED
- DO BARRIER FREE DOOR OPERATOR
- RCUH CABINET UNIT HEATER - RECESSED MOUNTED

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A101

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EQUIPMENT LEGEND

	EQUIPMENT / FIXTURE DESCRIPTION	MANUFACTURER	MODEL NUMBER	SIZE	FINISH	NOTES
E1	INDUCTION COOKTOP - CFCI	GE APPLIANCES	PHP9036DT	36" x 21"	BLACK	COORDINATE ELECTRICAL REQUIREMENTS WITH MANUFACTURER
E2	DOUBLE OVEN - CFCI	GE APPLIANCES	JTD3000	53" x 29-3/4"	STAINLESS STEEL	COORDINATE ELECTRICAL REQUIREMENTS WITH MANUFACTURER
E3	DISHWASHER - CFCI	GE APPLIANCES	GDT226S	23-3/4" x 23-1/2"	STAINLESS STEEL	COORDINATE ELECTRICAL / PLUMBING REQUIREMENTS WITH MANUFACTURER
E4	EXHAUST HOOD - CFCI	GE APPLIANCES	UVI10365RSS	36" x 26.6"	STAINLESS STEEL	COORDINATE ELECTRICAL REQUIREMENTS W MANUFACTURER. PROVIDE HIGH CEILING DUCT COVER KIT

PLUMBING FIXTURE LEGEND

	ACCESSORY / FIXTURE NAME	MANUFACTURER	MODEL NUMBER	FINISH/MATERIAL	NOTES
P1	FLOOR MOUNTED TOILET	KOHLER	K-25087-0	VITREOUS-CHINA / WHITE	
P2	WALL MOUNTED TOILET	KOHLER	K-84325	VITREOUS-CHINA / WHITE	
P3	WALL MOUNTED SINK	KOHLER	K-2035-8-0	VITREOUS-CHINA / WHITE	
P4	WALL MOUNTED URINAL	KOHLER	K-4991-ETSS	VITREOUS-CHINA / WHITE	
P5	SINGLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU2117ST, 22-1/2" x 18-1/2" x 9	STAINLESS STEEL	PROVIDE CLAY TRAP IN MULTIPURPOSE 104
P6	DOUBLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU3117ST, 31-1/2" x 18-1/2" x 9	STAINLESS STEEL	
P7	GOOSENECK FAUCET	CHICAGO FAUCETS	434-ABBN	BRUSHED NICKEL	
P8	TOILET ROOM FAUCET	KOHLER	K-37893-4-CP	BRUSHED NICKEL	

FLOOR PLAN LEGEND

- SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)
- GYPSUM BOARD WALL WITH METAL STUDS (UNO)
- CONCRETE MASONRY UNIT - REFER TO STRUCTURAL DOCUMENTS
- BRICK WALL - REFER TO STRUCTURAL DOCUMENTS
- NEW SLAB
- * — CONCRETE MASONRY UNIT - BULLNOSE
- P3.3A — PARTITION TYPE - REFER TO A051
- FE — WALL MOUNTED FIRE EXTINGUISHER
- RFEC — FIRE EXTINGUISHER CABINET - RECESSED MOUNTED
- DO — BARRIER FREE DOOR OPERATOR
- RCUH — CABINET UNIT HEATER - RECESSED MOUNTED

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD

WORK SCOPE KEYNOTE LEGEND

1. ROOM TO RECEIVE NEW FLOORING AND WALL BASE AS SCHEDULED
2. PAINT ALL WALL SURFACES IN ROOM
3. PROVIDE NEW DOOR, FRAME, AND HARDWARE AS SCHEDULED
4. PROVIDE NEW DOOR AND HARDWARE IN EXISTING FRAME AS SCHEDULED
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WORK SCOPE KEYNOTE LEGEND

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19. REWORK EXISTING FINNED TUBE SYSTEM TO BE ZONED AS ONE ROOM AND PROVIDE NEW COVER FOR ENTIRE LENGTH

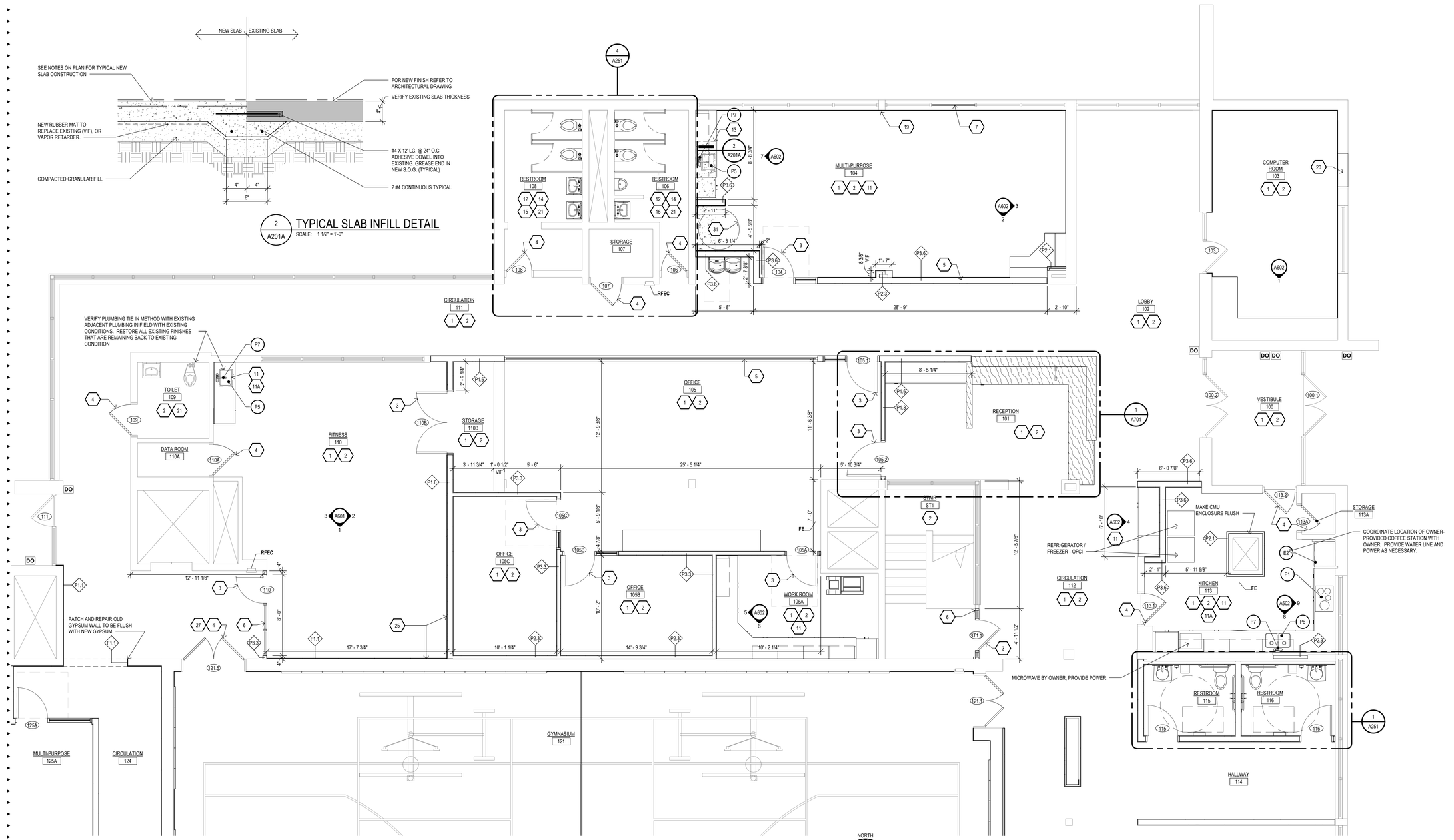
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27. NEW DOOR THRESHOLD

WORK SCOPE KEYNOTE LEGEND

28. SAND, REFINISH, AND SEAL EXISTING WOOD GYMNASIUM FLOOR. RESTRIPE FOR BASKETBALL AND (2) PICKLEBALL COURTS TO ALIGN WITH EXISTING OVERHEAD EQUIPMENT. REFER TO PLAN FOR INTENT. VERIFY POSITION IN FIELD OF COURTS.
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33. REWORK AND PROVIDE NEW SUPPLY AND RETURN AIR DUCTWORK IN NEWLY-CREATED SPACES IN AREA OF WORK. REFER TO RCP FOR SUGGESTED DIFFUSER AND GRILLE LOCATIONS.
34. PROVIDE NEW DIFFUSERS AND RETURN GRILLES AT EXISTING LOCATIONS

2 A201A — TYPICAL SLAB INFILL DETAIL
SCALE: 1 1/2" = 1'-0"



NORTH

1 A201A — FIRST FLOOR ENLARGED PLAN - AREA A
SCALE: 1/4" = 1'-0"

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Revisions

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Title
ENLARGED FLOOR PLAN - AREA A

Sheet
A201A

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FLOOR PLAN LEGEND

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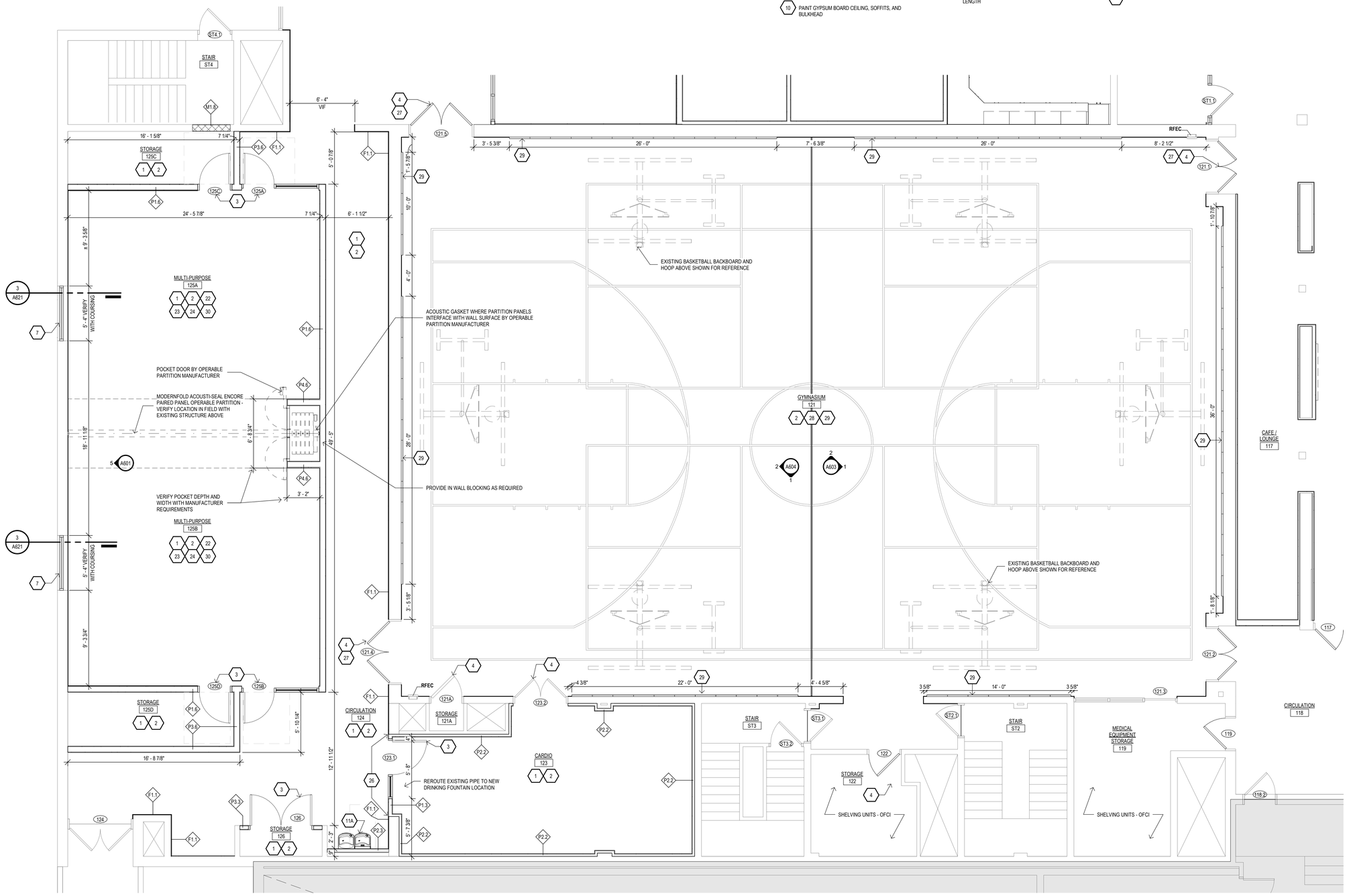
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NORTH

1 A201B — FIRST FLOOR ENLARGED PLAN - AREA B
SCALE: 1/4" = 1'-0"

architecture
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www.neumannsmith.com

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Title
ENLARGED FLOOR PLAN - AREA B

Sheet
A201B

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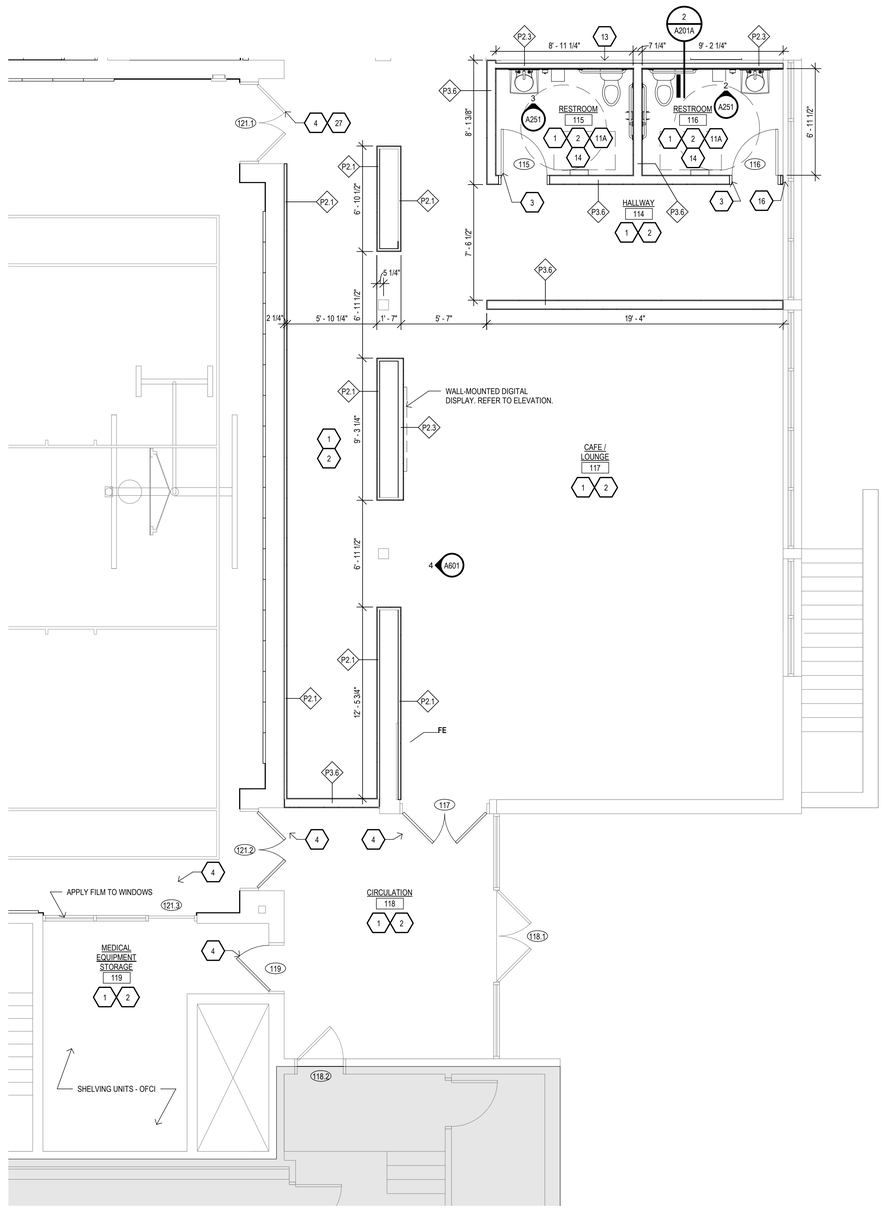
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NORTH

1 / A201C — FIRST FLOOR COMPOSITE PLAN
SCALE: 1/4" = 1'-0"

architecture
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Title
ENLARGED FLOOR PLAN - AREA C

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PLUMBING FIXTURE LEGEND

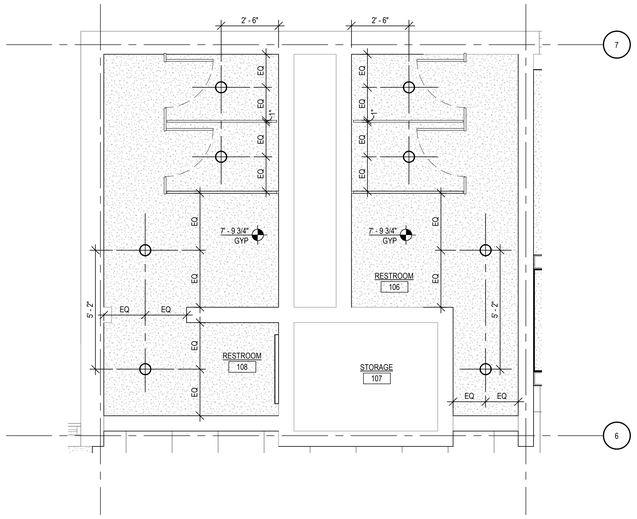
ACCESSORY / FIXTURE NAME		MANUFACTURER	MODEL NUMBER	FINISH/MATERIAL	NOTES
P1	FLOOR MOUNTED TOILET	KOHLER	K-25087-0	VITREOUS-CHINA / WHITE	
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P5	SINGLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU21179T, 22-1/2" x 18-1/2" x 9	STAINLESS STEEL	PROVIDE CLAY TRAP IN MULTIPURPOSE 104
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TOILET ROOM ACCESSORY LEGEND

ACCESSORY / FIXTURE NAME		MANUFACTURER	MODEL NUMBER	FINISH/MATERIAL
1	36" GRAB BAR	BOBRICK	B6806.99 SERIES	STAINLESS STEEL
2	42" GRAB BAR	BOBRICK	B6806.99 SERIES	STAINLESS STEEL
3	18" GRAB BAR	BOBRICK	B6806.99 SERIES	STAINLESS STEEL
4	22" x 34" FRAMED MIRROR	KOHLER	K-26052	BRUSHED NICKEL
5	SURFACE MOUNTED SANITARY NAPKIN DISPENSER	BOBRICK	B-370634	STAINLESS STEEL
6	COAT HOOK	BOBRICK	B-672	STAINLESS STEEL
7	SURFACE MOUNTED PAPER TOWEL DISPENSER	BOBRICK	B-9279	STAINLESS STEEL
8	SURFACE MOUNTED TOILET TISSUE DISPENSER	BOBRICK	B-2888	STAINLESS STEEL
9	SOAP DISPENSER	BOBRICK	B-2111	STAINLESS STEEL
10	FLOOR MOUNTED OVERHEAD BRACED SOLID PLASTIC TOILET COMPARTMENTS	ALL AMERICAN METAL CORP	-	WHITE W/ STAINLESS STEEL PILASTERS, BRACKETS, AND HEAD RAILS

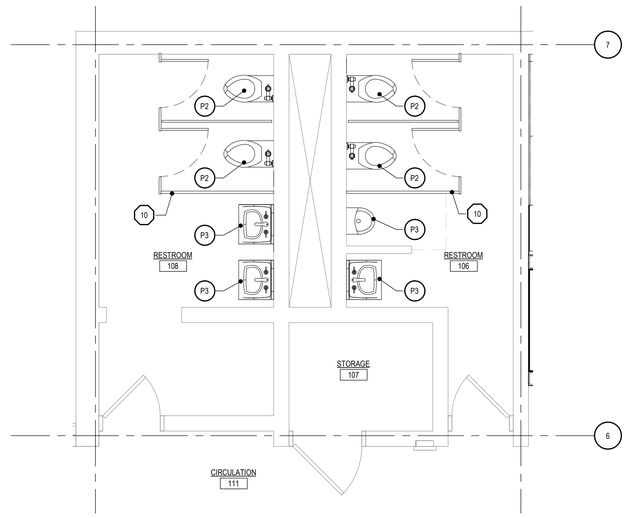
TOILET ACCESSORY NOTES:

1. PROVIDE CONCEALED **[FIRE RETARDANT TREATED WOOD BLOCKING, WOOD BLOCKING OR METAL STRAPPING]** FOR ALL WALL MOUNTED EQUIPMENT.
2. REFER TO TYPICAL EQUIPMENT MOUNTING HEIGHTS FOR ADDITIONAL INFORMATION.
3. REFER TO SPECIFICATIONS FOR TOILET PARTITIONS INFORMATION.
4. REFER TO PLUMBING DOCUMENTS FOR PLUMBING FIXTURES.



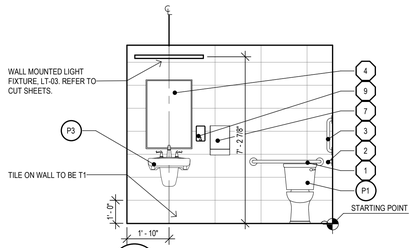
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5 A321A ENLARGED TOILET ROOM CEILING PLAN
SCALE: 3/8" = 1'-0"

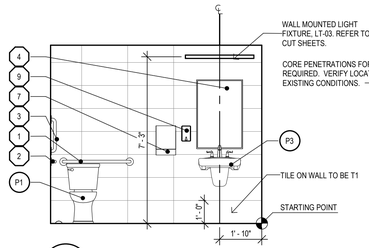


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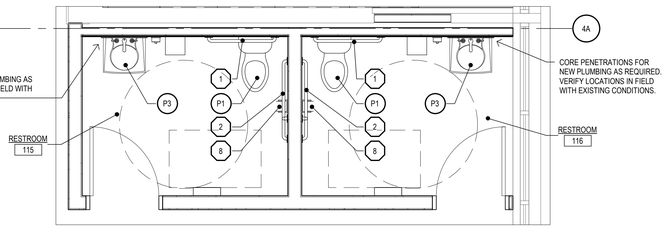
4 A201A ENLARGED TOILET ROOM PLAN
SCALE: 3/8" = 1'-0"



3 A201C INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



2 A201C INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



NORTH

1 A201A ENLARGED TOILET ROOM PLAN
SCALE: 3/8" = 1'-0"

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Revisions

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Title
ENLARGED TOILET PLANS

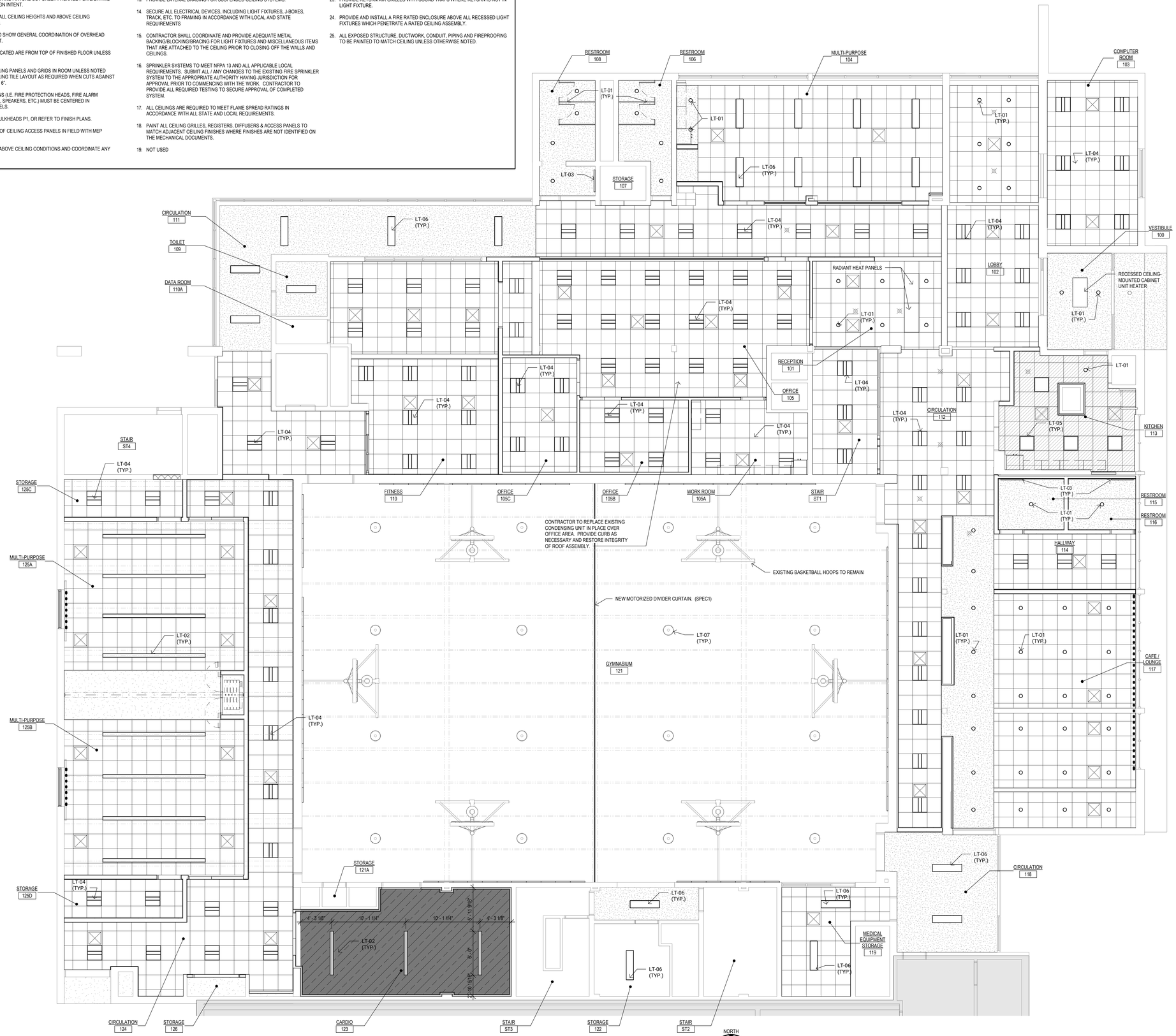
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GENERAL REFLECTED CEILING PLAN NOTES:

1. **CONTRACTOR IS RESPONSIBLE FOR ENGINEERING AND COORDINATION OF FINAL MECHANICAL, ELECTRICAL, LIGHTING CONTROLS, SECURITY, AV, IT, FIRE PROTECTION, FIRE ALARM, ETC. DEVICES. REFER TO BRIDGING DOCUMENT AND SCOPING NOTES ON COVER PAGE**
2. REFER TO ATTACHED LIGHTING FIXTURE CUT SHEET PACKAGE FOR LIGHTING FIXTURE TYPES AND DESIGN INTENT.
3. CONTRACTOR TO VERIFY ALL CEILING HEIGHTS AND ABOVE CEILING CONDITIONS IN THE FIELD.
4. THIS PLAN IS INTENDED TO SHOW GENERAL COORDINATION OF OVERHEAD WORK AND DESIGN INTENT.
5. ALL CEILING HEIGHTS INDICATED ARE FROM TOP OF FINISHED FLOOR UNLESS OTHERWISE NOTED.
6. CENTER ACOUSTICAL CEILING PANELS AND GRIDS IN ROOM UNLESS NOTED OTHERWISE. ADJUST CEILING TILE LAYOUT AS REQUIRED WHEN CUTS AGAINST THE WALL ARE LESS THAN 6".
7. ALL CEILING PENETRATIONS (I.E. FIRE PROTECTION HEADS, FIRE ALARM DEVICES, LIGHT FIXTURES, SPEAKERS, ETC.) MUST BE CENTERED IN ACOUSTICAL CEILING PANELS.
8. PAINT ALL SOFFITS AND BULKHEADS P1, OR REFER TO FINISH PLANS.
9. COORDINATE LOCATIONS OF CEILING ACCESS PANELS IN FIELD WITH MEP CONTRACTORS.
10. CONTRACTOR TO VERIFY ABOVE CEILING CONDITIONS AND COORDINATE ANY INTERFERENCES.
11. COORDINATE ALL DEVICE LOCATIONS WITH EXISTING CONDITIONS AND WITH PROJECT DESIGN.
12. ALL LIFE SAFETY DEVICE LOCATIONS ARE TO BE REVIEWED WITH OWNER'S REPRESENTATIVE FOR DESIGN INTENT. REFER TO ARCHITECTURAL DOCUMENTS FOR FINAL LOCATIONS IF SHOWN. LOCAL AND / OR STATE AUTHORITIES HAVE FINAL DIRECTION. CONTRACTOR TO PROVIDE ADDITIONAL LIFE SAFETY DEVICES AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
13. PROVIDE LATERAL BRACING FOR SUSPENDED CEILING SYSTEMS.
14. SECURE ALL ELECTRICAL DEVICES, INCLUDING LIGHT FIXTURES, J-BOXES, TRACK, ETC. TO FRAMING IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS
15. CONTRACTOR SHALL COORDINATE AND PROVIDE ADEQUATE METAL BACKING/BLOCKING/BRACING FOR LIGHT FIXTURES AND MISCELLANEOUS ITEMS THAT ARE ATTACHED TO THE CEILING PRIOR TO CLOSING OFF THE WALLS AND CEILINGS.
16. SPRINKLER SYSTEMS TO MEET NFPA 13 AND ALL APPLICABLE LOCAL REQUIREMENTS. SUBMIT ALL / ANY CHANGES TO THE EXISTING FIRE SPRINKLER SYSTEM TO THE APPROPRIATE AUTHORITY HAVING JURISDICTION FOR APPROVAL PRIOR TO COMMENCING WITH THE WORK. CONTRACTOR TO PROVIDE ALL REQUIRED TESTING TO SECURE APPROVAL OF COMPLETED SYSTEM.
17. ALL CEILINGS ARE REQUIRED TO MEET FLAME SPREAD RATINGS IN ACCORDANCE WITH ALL STATE AND LOCAL REQUIREMENTS.
18. PAINT ALL CEILING GRILLES, REGISTERS, DIFFUSERS & ACCESS PANELS TO MATCH ADJACENT CEILING FINISHES WHERE FINISHES ARE NOT IDENTIFIED ON THE MECHANICAL DOCUMENTS.
19. NOT USED
20. ALL CEILINGS TO BE PAINTED 5/8" GYPSUM BOARD, UNLESS OTHERWISE NOTED.
21. DUCT PENETRATIONS THROUGH PROTECTIVE ELEMENTS OF FIRE RATED CORRIDOR WALLS SHALL BE PROTECTED BY A COMBINATION OF FIRE SMOKE DAMPERS PER PREVAILING CODE REQUIREMENTS & STANDARDS, SPECIFICATIONS. REFER TO ENGINEERING PLANS AND SPECIFICATIONS.
22. PROVIDE 2 X 2 BUILDING STANDARD LAY IN DIFFUSERS IN LAY IN CEILINGS.
23. PROVIDE RETURN AIR GRILLES WITH SOUND TRAPS WHERE RETURN IS NOT IN LIGHT FIXTURE.
24. PROVIDE AND INSTALL A FIRE RATED ENCLOSURE ABOVE ALL RECESSED LIGHT FIXTURES WHICH PENETRATE A RATED CEILING ASSEMBLY.
25. ALL EXPOSED STRUCTURE, DUCTWORK, CONDUIT, PIPING AND FIREPROOFING TO BE PAINTED TO MATCH CEILING UNLESS OTHERWISE NOTED.



NORTH

1 / A301 FIRST FLOOR COMPOSITE REFLECTED CEILING PLAN

SCALE: 3/16" = 1'-0"

REFLECTED CEILING PLAN LEGEND

- 1'-0" GYP — CEILING HEIGHT
- SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)
- EXPOSED STRUCTURE
- ACP1 - 2'X2' LAY-IN ACOUSTICAL CEILING PANELS IN "T" GRID SUSPENSION SYSTEM
- ACP2 - 2'X2' CLEANABLE LAY-IN CEILING PANELS IN "T" GRID SUSPENSION SYSTEM
- GYP1 - GYPSUM BOARD ON METAL STUD SUSPENSION SYSTEM - PAINT
- HATCH INDICATES AREA OF EXISTING EXPOSED DECK AND STRUCTURE ABOVE TO RECEIVE SPRAY APPLIED ACOUSTIC INSULATION (SAM1)
- SUPPLY AIR DIFFUSER
- SPRINKLER HEAD
- PENDANT LIGHT FIXTURE
- SURFACE MOUNTED LIGHT FIXTURE
- RECESSED DOWNLIGHT
- WALL MOUNTED LIGHT FIXTURE
- RECESSED LIGHT FIXTURE IN ACT CEILING SYSTEM
- RECESSED CLEANABLE LIGHT FIXTURE IN ACT CEILING SYSTEM
- PENDANT MOUNTED LIGHT
- EXIT SIGN
- P_E P — CEILING MOUNTED PROJECTOR (E = EXISTING)
- ACCESS PANEL
- MANUAL ROLLER SHADES, DUAL ROLL

NOTE: REFER TO PLANS FOR LIGHT FIXTURE TAGS AND LIGHTING PACKAGE FOR LIGHT FIXTURE TYPES

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FIRST FLOOR COMPOSITE REFLECTED CEILING PLAN

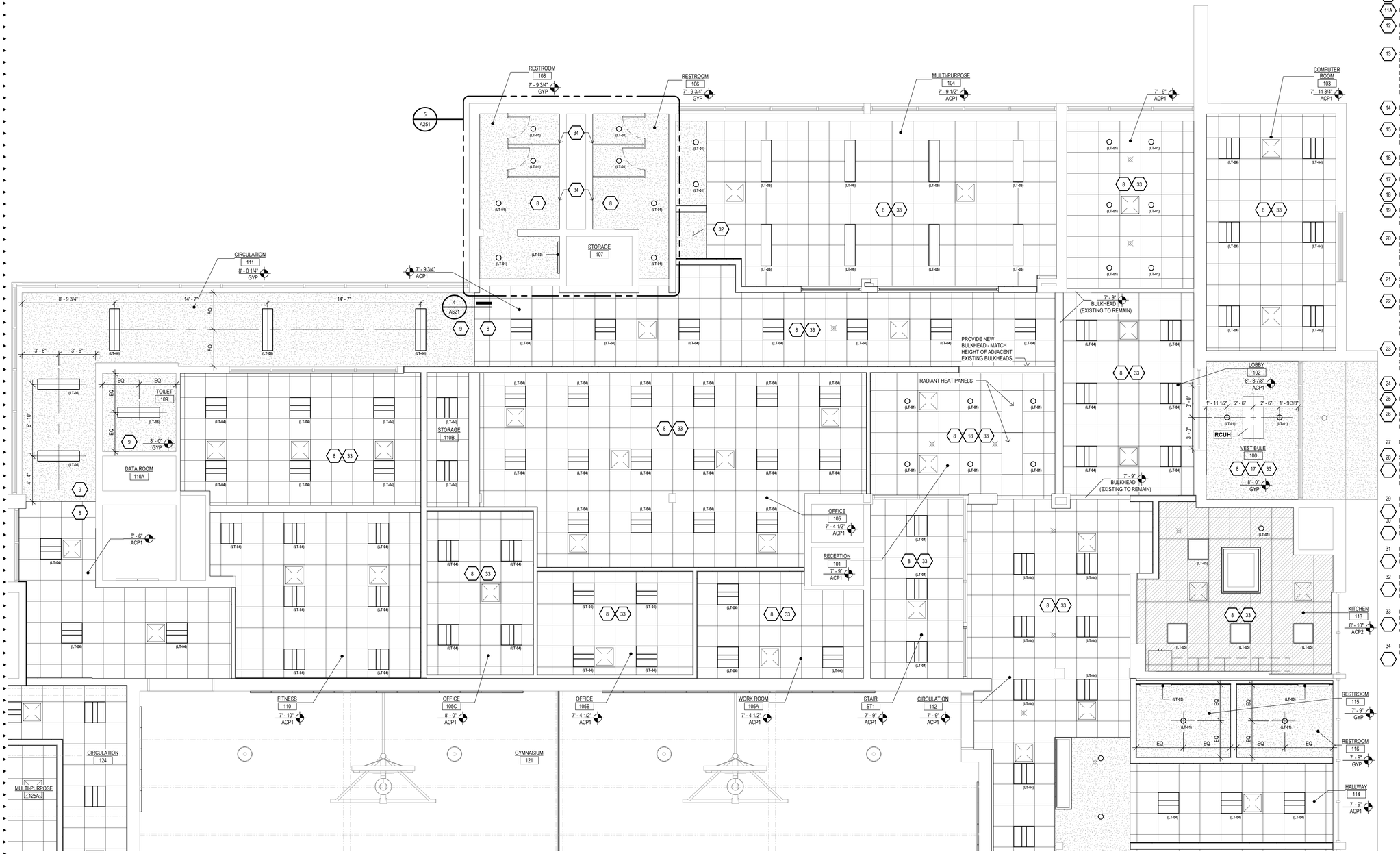
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REFLECTED CEILING PLAN LEGEND

1'-0" GYP — CEILING HEIGHT	SURFACE MOUNTED LIGHT FIXTURE
SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)	RECESSED DOWNLIGHT
EXPOSED STRUCTURE	WALL MOUNTED LIGHT FIXTURE
ACP1 - 2'X2' LAY-IN ACOUSTICAL CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED LIGHT FIXTURE IN ACT CEILING SYSTEM
ACP2 - 2'X2' CLEANABLE LAY-IN CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED CLEANABLE LIGHT FIXTURE IN ACT CEILING SYSTEM
GYP1 - GYPSUM BOARD ON METAL STUD SUSPENSION SYSTEM - PAINT	PENDANT MOUNTED LIGHT
HATCH INDICATES AREA OF EXISTING EXPOSED DECK AND STRUCTURE ABOVE TO RECEIVE SPRAY APPLIED ACOUSTIC INSULATION (SAM1)	EXIT SIGN
SUPPLY AIR DIFFUSER	CEILING MOUNTED PROJECTOR (E = EXISTING)
SPRINKLER HEAD	ACCESS PANEL
PENDANT LIGHT FIXTURE	MANUAL ROLLER SHADES, DUAL ROLL

NOTE: REFER TO PLANS FOR LIGHT FIXTURE TAGS AND LIGHTING PACKAGE FOR LIGHT FIXTURE TYPES



NORTH

1 A321A FIRST FLOOR REFLECTED CEILING PLAN - AREA A

SCALE: 1/4" = 1'-0"

WORK SCOPE KEYNOTE LEGEND

1 ROOM TO RECEIVE NEW FLOORING AND WALL BASE AS SCHEDULED
2 PAINT ALL WALL SURFACES IN ROOM
3 PROVIDE NEW DOOR, FRAME, AND HARDWARE AS SCHEDULED
4 PROVIDE NEW DOOR AND HARDWARE IN EXISTING FRAME AS SCHEDULED
5 PROVIDE NEW INTERIOR ALUMINUM FRAMING SYSTEM AS ELEVATED (BASIS OF DESIGN: SPECIAL LITE, OMEGA)
6 PROVIDE NEW INTERIOR ALUMINUM NON-THERMAL STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
7 PROVIDE NEW EXTERIOR ALUMINUM THERMALLY-BROKEN STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM WITH CLEAR LOW-E DOUBLE-PANE GLAZING TO MEET ENERGY CODE REQUIREMENTS (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
8 ROOM TO RECEIVE NEW CEILING AND DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED
9 ROOM TO RECEIVE NEW DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED. REFER TO RCP FOR LIGHTING TYPES.
10 PAINT GYPSUM BOARD CEILING, SOFFITS, AND BULKHEAD
11 PROVIDE BASE AND WALL CABINETS AS ELEVATED
11A PROVIDE PLUMBING FIXTURES AS ELEVATED
12 PROVIDE PLUMBING FIXTURES IN EXISTING RESTROOMS AND ONE FOR ONE REPLACEMENTS IN EXISTING LOCATIONS
13 SAWCUT SLAB ON GRADE TO PROVIDE CONNECTION TO NEW PLUMBING FIXTURES. PATCH AND REPAIR SLAB BY DOWELING INTO EXISTING AND RESTORING VAPOR BARRIER BELOW SLAB IF EXISTING IS PRESENT. RESTORE FLOOR FINISH TO MATCH EXISTING WHERE EXISTING FINISH WAS DISTURBED, OTHERWISE NEW FLOORING AS SCHEDULED.
14 PROVIDE TOILET ACCESSORIES AS INDICATED IN PLAN AND ELEVATIONS
15 PROVIDE SOLID PLASTIC OVERHEAD-BRACED TOILET PARTITIONS TO MATCH EXISTING LAYOUT. (BASIS OF DESIGN: SCRANTON PRODUCTS, HINY-HIDERS)
16 PROVIDE END OF WALL TO MULLION CLOSURE (BASIS OF DESIGN: MULLION MATE)
17 PROVIDE CEILING-RECESSED CABINET UNIT HEATER
18 PROVIDE CEILING-MOUNTED RADIANT CEILING PANEL
19 REWORK EXISTING FINNED TUBE SYSTEM TO BE ZONED AS ONE ROOM AND PROVIDE NEW COVER FOR ENTIRE LENGTH
20 PATCH AND REPAIR EXISTING WALL WHERE IN-WALL EQUIPMENT WAS REMOVED. MAKE INTERIOR FLUSH AND SEAMLESS WITH EXISTING WALL FINISH. PROVIDE NEW BRICK TO MATCH EXISTING WHERE INFILLING AT EXTERIOR. PROVIDE INSULATION TO MATCH EXISTING.
21 STEAM CLEAN EXISTING WALL AND FLOOR TILE IN EXISTING RESTROOMS
22 PROVIDE PAIRED-PANEL FOLDING PARTITION SYSTEM IN POCKET WITH POCKET DOORS (STC 54). PARTITION SYSTEM TO BE CENTERED ON EXISTING ROOF TRUSS ABOVE. REINFORCE STRUCTURE AS NECESSARY TO ACCOMMODATE PARTITION SYSTEM. STRUCTURAL DESIGN BY CONTRACTOR.
23 MANUAL ROLLER SHADES WITH DUAL ROLLERS - LIGHTING FILTERING (3%, BLACK COLOR) AND BLACKOUT SHADES (WHITE COLOR). (BASIS OF DESIGN: DRAPER, FLEXISHADE)
24 ADJUST FLOOR LEVEL IN MULTI-PURPOSE ROOM
25 PROVIDE WALL-MOUNTED MIRRORS
26 PROVIDE PAINTED STEEL LINTEL OVER OPENING. CONTRACTOR RESPONSIBLE FOR LINTEL STRUCTURAL DESIGN.
27 NEW DOOR THRESHOLD
28 SAND, REFINISH, AND SEAL EXISTING WOOD GYMNASIUM FLOOR. RESTRIPE FOR BASKETBALL AND (2) PICKLEBALL COURTS TO ALIGN WITH EXISTING OVERHEAD EQUIPMENT. REFER TO PLAN FOR INTENT. VERIFY POSITION IN FIELD OF COURTS.
29 PROVIDE NEW WALL-MOUNTED PADS IN GYMNASIUM AS INDICATED IN PLANS. (SPEC2)
30 PROVIDE BLOCKING IN-WALL AS REQUIRED FOR SUPPORTING MOUNT FOR NEW WALL-MOUNTED DIGITAL MONITOR
31 PROVIDE SPECIAL POWER RECEPTACLE WITH DEDICATED CONTROL SWITCH FOR OWNER'S KILN TO BE RELOCATED TO THIS SPACE
32 PROVIDE INDIVIDUALLY CONTROLLED EXHAUST SYSTEM. ROUTE VERTICALLY THROUGH ROOF. PATCH AND REPAIR ROOF PENETRATION TO MAKE WATERTIGHT AND RESTORE INTEGRITY OF ROOF ASSEMBLY.
33 REWORK AND PROVIDE NEW SUPPLY AND RETURN AIR DUCTWORK IN NEWLY-CREATED SPACES IN AREA OF WORK. REFER TO RCP FOR SUGGESTED DIFFUSER AND GRILLE LOCATIONS.
34 PROVIDE NEW DIFFUSERS AND RETURN GRILLES AT EXISTING LOCATIONS

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Title
ENLARGED REFLECTED CEILING PLAN - AREA A

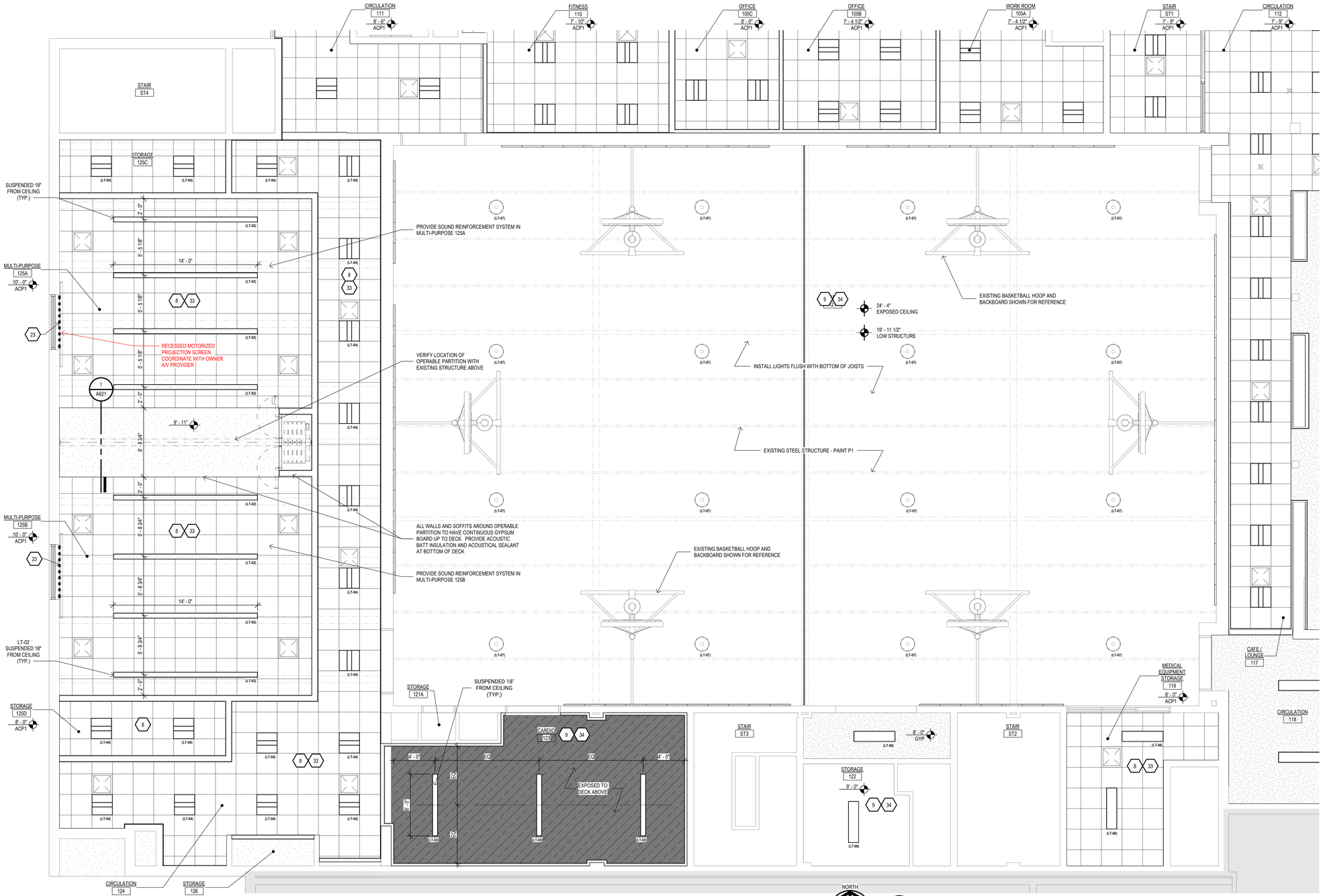
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REFLECTED CEILING PLAN LEGEND

1'-0" GYP — CEILING HEIGHT	SURFACE MOUNTED LIGHT FIXTURE
SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)	RECESSED DOWNLIGHT
EXPOSED STRUCTURE	WALL MOUNTED LIGHT FIXTURE
ACP1 - 2'X2' LAY-IN ACOUSTICAL CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED LIGHT FIXTURE IN ACT CEILING SYSTEM
ACP2 - 2'X2' CLEANABLE LAY-IN CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED CLEANABLE LIGHT FIXTURE IN ACT CEILING SYSTEM
GYP1 - GYPSUM BOARD ON METAL STUD SUSPENSION SYSTEM - PAINT	PENDANT MOUNTED LIGHT
HATCH INDICATES AREA OF EXISTING EXPOSED DECK AND STRUCTURE ABOVE TO RECEIVE SPRAY APPLIED ACOUSTIC INSULATION (SAM1)	EXIT SIGN
SUPPLY AIR DIFFUSER	CEILING MOUNTED PROJECTOR (E = EXISTING)
SPRINKLER HEAD	ACCESS PANEL
PENDANT LIGHT FIXTURE	MANUAL ROLLER SHADES, DUAL ROLL

NOTE: REFER TO PLANS FOR LIGHT FIXTURE TAGS AND LIGHTING PACKAGE FOR LIGHT FIXTURE TYPES



1 A321B FIRST FLOOR REFLECTED CEILING PLAN - AREA B
SCALE: 1/4" = 1'-0"

WORK SCOPE KEYNOTE LEGEND

1. ROOM TO RECEIVE NEW FLOORING AND WALL BASE AS SCHEDULED
2. PAINT ALL WALL SURFACES IN ROOM
3. PROVIDE NEW DOOR, FRAME, AND HARDWARE AS SCHEDULED
4. PROVIDE NEW DOOR AND HARDWARE IN EXISTING FRAME AS SCHEDULED
5. PROVIDE NEW INTERIOR ALUMINUM FRAMING SYSTEM AS ELEVATED (BASIS OF DESIGN: SPECIAL LITE, OMEGA)
6. PROVIDE NEW INTERIOR ALUMINUM NON-THERMAL STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
7. PROVIDE NEW EXTERIOR ALUMINUM THERMALLY-BROKEN STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM WITH CLEAR LOW-E DOUBLE-PANE GLAZING TO MEET ENERGY CODE REQUIREMENTS (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
8. ROOM TO RECEIVE NEW CEILING AND DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED
9. ROOM TO RECEIVE NEW DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED. REFER TO RCP FOR LIGHTING TYPES.
10. PAINT GYPSUM BOARD CEILING, SOFFITS, AND BULKHEAD
11. PROVIDE BASE AND WALL CABINETS AS ELEVATED
11A. PROVIDE PLUMBING FIXTURES AS ELEVATED
12. PROVIDE PLUMBING FIXTURES IN EXISTING RESTROOMS AND ONE FOR ONE REPLACEMENTS IN EXISTING LOCATIONS
13. SAWCUT SLAB ON GRADE TO PROVIDE CONNECTION TO NEW PLUMBING FIXTURES. PATCH AND REPAIR SLAB BY DOWELING INTO EXISTING AND RESTORING VAPOR BARRIER BELOW SLAB IF EXISTING IS PRESENT. RESTORE FLOOR FINISH TO MATCH EXISTING WHERE EXISTING FINISH WAS DISTURBED, OTHERWISE NEW FLOORING AS SCHEDULED.
14. PROVIDE TOILET ACCESSORIES AS INDICATED IN PLAN AND ELEVATIONS
15. PROVIDE SOLID PLASTIC OVERHEAD-BRACED TOILET PARTITIONS TO MATCH EXISTING LAYOUT. (BASIS OF DESIGN: SCRANTON PRODUCTS, HINY-HIDERS)
16. PROVIDE END OF WALL TO MULLION CLOSURE (BASIS OF DESIGN: MULLION MATE)
17. PROVIDE CEILING-RECESSED CABINET UNIT HEATER
18. PROVIDE CEILING-MOUNTED RADIANT CEILING PANEL
19. REWORK EXISTING FINNED TUBE SYSTEM TO BE ZONED AS ONE ROOM AND PROVIDE NEW COVER FOR ENTIRE LENGTH
20. PATCH AND REPAIR EXISTING WALL WHERE IN-WALL EQUIPMENT WAS REMOVED. MAKE INTERIOR FLUSH AND SEAMLESS WITH EXISTING WALL FINISH. PROVIDE NEW BRICK TO MATCH EXISTING WHERE INFILLING AT EXTERIOR. PROVIDE INSULATION TO MATCH EXISTING.
21. STEAM CLEAN EXISTING WALL AND FLOOR TILE IN EXISTING RESTROOMS
22. PROVIDE PAIRED-PANEL FOLDING PARTITION SYSTEM IN POCKET WITH POCKET DOORS (STC 54). PARTITION SYSTEM TO BE CENTERED ON EXISTING ROOF TRUSS ABOVE. REINFORCE STRUCTURE AS NECESSARY TO ACCOMMODATE PARTITION SYSTEM. STRUCTURAL DESIGN BY CONTRACTOR.
23. MANUAL ROLLER SHADES WITH DUAL ROLLERS - LIGHTING FILTERING (3%, BLACK COLOR) AND BLACKOUT SHADES (WHITE COLOR). (BASIS OF DESIGN: DRAPER, FLEXISHADE)
24. ADJUST FLOOR LEVEL IN MULTI-PURPOSE ROOM
25. PROVIDE WALL-MOUNTED MIRRORS
26. PROVIDE PAINTED STEEL LINTEL OVER OPENING. CONTRACTOR RESPONSIBLE FOR LINTEL STRUCTURAL DESIGN.
27. NEW DOOR THRESHOLD
28. SAND, REFINISH, AND SEAL EXISTING WOOD GYMNASIUM FLOOR. RESTRIPE FOR BASKETBALL AND (2) PICKLEBALL COURTS TO ALIGN WITH EXISTING OVERHEAD EQUIPMENT. REFER TO PLAN FOR INTENT. VERIFY POSITION IN FIELD OF COURTS.
29. PROVIDE NEW WALL-MOUNTED PADS IN GYMNASIUM AS INDICATED IN PLANS. (SPEC2)
30. PROVIDE BLOCKING IN-WALL AS REQUIRED FOR SUPPORTING MOUNT FOR NEW WALL-MOUNTED DIGITAL MONITOR
31. PROVIDE SPECIAL POWER RECEPTACLE WITH DEDICATED CONTROL SWITCH FOR OWNER'S KILN TO BE RELOCATED TO THIS SPACE
32. PROVIDE INDIVIDUALLY CONTROLLED EXHAUST SYSTEM. ROUTE VERTICALLY THROUGH ROOF. PATCH AND REPAIR ROOF PENETRATION TO MAKE WATERTIGHT AND RESTORE INTEGRITY OF ROOF ASSEMBLY.
33. REWORK AND PROVIDE NEW SUPPLY AND RETURN AIR DUCTWORK IN NEWLY-CREATED SPACES IN AREA OF WORK. REFER TO RCP FOR SUGGESTED DIFFUSER AND GRILLE LOCATIONS.
34. PROVIDE NEW DIFFUSERS AND RETURN GRILLES AT EXISTING LOCATIONS

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ENLARGED REFLECTED CEILING PLAN - AREA B

Sheet
A321B

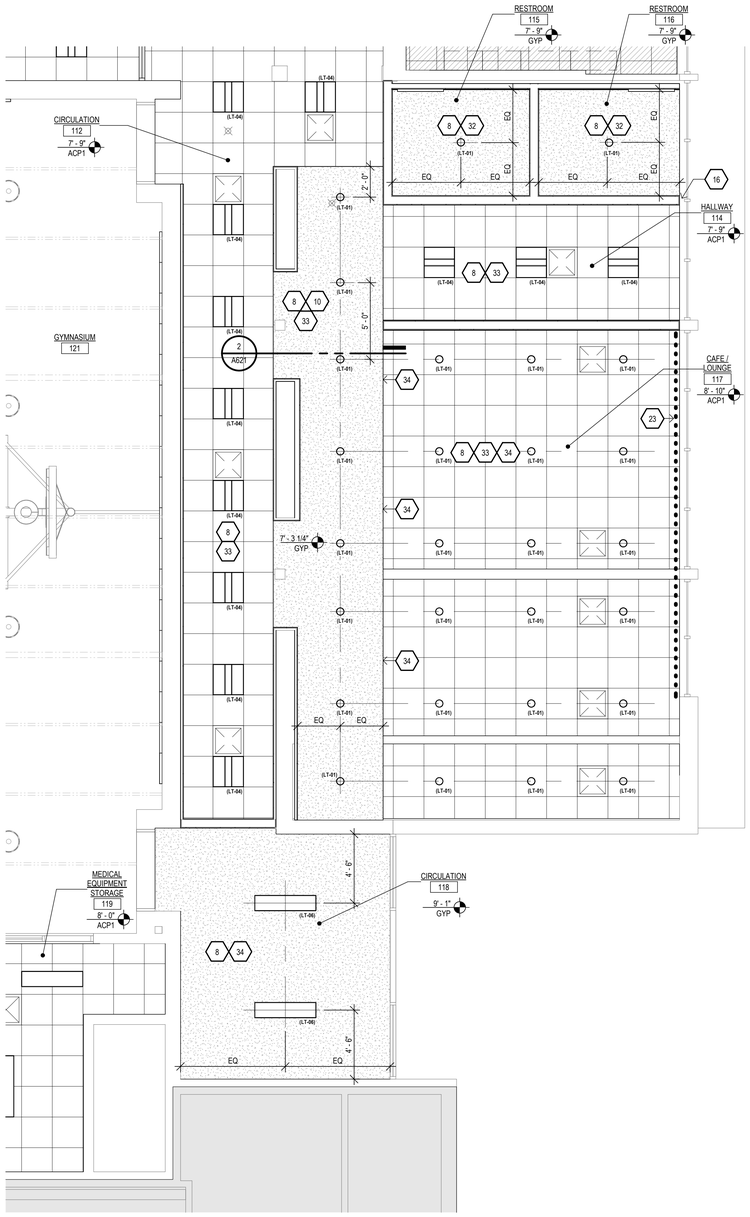
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REFLECTED CEILING PLAN LEGEND

1'-0" GYP — CEILING HEIGHT	SURFACE MOUNTED LIGHT FIXTURE
SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)	RECESSED DOWNLIGHT
EXPOSED STRUCTURE	WALL MOUNTED LIGHT FIXTURE
ACP1 - 2'X2' LAY-IN ACOUSTICAL CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED LIGHT FIXTURE IN ACT CEILING SYSTEM
ACP2 - 2'X2' CLEANABLE LAY-IN CEILING PANELS IN "T" GRID SUSPENSION SYSTEM	RECESSED CLEANABLE LIGHT FIXTURE IN ACT CEILING SYSTEM
GYP1 - GYPSUM BOARD ON METAL STUD SUSPENSION SYSTEM - PAINT	PENDANT MOUNTED LIGHT
HATCH INDICATES AREA OF EXISTING EXPOSED DECK AND STRUCTURE ABOVE TO RECEIVE SPRAY APPLIED ACOUSTIC INSULATION (SAM1)	EXIT SIGN
SUPPLY AIR DIFFUSER	CEILING MOUNTED PROJECTOR (E = EXISTING)
SPRINKLER HEAD	ACCESS PANEL
PENDANT LIGHT FIXTURE	MANUAL ROLLER SHADES, DUAL ROLL

NOTE: REFER TO PLANS FOR LIGHT FIXTURE TAGS AND LIGHTING PACKAGE FOR LIGHT FIXTURE TYPES.

GENERAL NOTE: ALL CEILING HEIGHTS TO BE VERIFIED BY CONTRACTOR IN THE FIELD



NORTH

1 A321C — FIRST FLOOR REFLECTED CEILING PLAN - AREA C

SCALE: 1/4" = 1'-0"

WORK SCOPE KEYNOTE LEGEND

1 ROOM TO RECEIVE NEW FLOORING AND WALL BASE AS SCHEDULED
2 PAINT ALL WALL SURFACES IN ROOM
3 PROVIDE NEW DOOR, FRAME, AND HARDWARE AS SCHEDULED
4 PROVIDE NEW DOOR AND HARDWARE IN EXISTING FRAME AS SCHEDULED
5 PROVIDE NEW INTERIOR ALUMINUM FRAMING SYSTEM AS ELEVATED (BASIS OF DESIGN: SPECIAL LITE, OMEGA)
6 PROVIDE NEW INTERIOR ALUMINUM NON-THERMAL STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
7 PROVIDE NEW EXTERIOR ALUMINUM THERMALLY-BROKEN STOREFRONT FRAMING SYSTEM IN DARK ANODIZED ALUMINUM WITH CLEAR LOW-E DOUBLE-PANE GLAZING TO MEET ENERGY CODE REQUIREMENTS (BASIS OF DESIGN: KAWNEER, TRIFAB 451T)
8 ROOM TO RECEIVE NEW CEILING AND DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED
9 ROOM TO RECEIVE NEW DIMMABLE LIGHTING WITH ASSOCIATED LIGHTING CONTROL AS SCHEDULED. REFER TO RCP FOR LIGHTING TYPES.
10 PAINT GYPSUM BOARD CEILING, SOFFITS, AND BULKHEAD
11 PROVIDE BASE AND WALL CABINETS AS ELEVATED
11A PROVIDE PLUMBING FIXTURES AS ELEVATED
12 PROVIDE PLUMBING FIXTURES IN EXISTING RESTROOMS AND ONE FOR ONE REPLACEMENTS IN EXISTING LOCATIONS
13 SAWCUT SLAB ON GRADE TO PROVIDE CONNECTION TO NEW PLUMBING FIXTURES. PATCH AND REPAIR SLAB BY DOWELING INTO EXISTING AND RESTORING VAPOR BARRIER BELOW SLAB IF EXISTING IS PRESENT. RESTORE FLOOR FINISH TO MATCH EXISTING WHERE EXISTING FINISH WAS DISTURBED, OTHERWISE NEW FLOORING AS SCHEDULED.
14 PROVIDE TOILET ACCESSORIES AS INDICATED IN PLAN AND ELEVATIONS
15 PROVIDE SOLID PLASTIC OVERHEAD-BRACED TOILET PARTITIONS TO MATCH EXISTING LAYOUT. (BASIS OF DESIGN: SCRANTON PRODUCTS, HINY-HIDERS)
16 PROVIDE END OF WALL TO MULLION CLOSURE (BASIS OF DESIGN: MULLION MATE)
17 PROVIDE CEILING-RECESSED CABINET UNIT HEATER
18 PROVIDE CEILING-MOUNTED RADIANT CEILING PANEL
19 REWORK EXISTING FINNED TUBE SYSTEM TO BE ZONED AS ONE ROOM AND PROVIDE NEW COVER FOR ENTIRE LENGTH
20 PATCH AND REPAIR EXISTING WALL WHERE IN-WALL EQUIPMENT WAS REMOVED. MAKE INTERIOR FLUSH AND SEAMLESS WITH EXISTING WALL FINISH. PROVIDE NEW BRICK TO MATCH EXISTING WHERE INFILLING AT EXTERIOR. PROVIDE INSULATION TO MATCH EXISTING.
21 STEAM CLEAN EXISTING WALL AND FLOOR TILE IN EXISTING RESTROOMS
22 PROVIDE PAIRED-PANEL FOLDING PARTITION SYSTEM IN POCKET WITH POCKET DOORS (STC 54). PARTITION SYSTEM TO BE CENTERED ON EXISTING ROOF TRUSS ABOVE. REINFORCE STRUCTURE AS NECESSARY TO ACCOMMODATE PARTITION SYSTEM. STRUCTURAL DESIGN BY CONTRACTOR.
23 MANUAL ROLLER SHADES WITH DUAL ROLLERS - LIGHTING FILTERING (3%, BLACK COLOR) AND BLACKOUT SHADES (WHITE COLOR). (BASIS OF DESIGN: DRAPER, FLEXISHADE)
24 ADJUST FLOOR LEVEL IN MULTI-PURPOSE ROOM
25 PROVIDE WALL-MOUNTED MIRRORS
26 PROVIDE PAINTED STEEL LINTEL OVER OPENING. CONTRACTOR RESPONSIBLE FOR LINTEL STRUCTURAL DESIGN.
27 NEW DOOR THRESHOLD
28 SAND, REFINISH, AND SEAL EXISTING WOOD GYMNASIUM FLOOR. RESTRIPE FOR BASKETBALL AND (2) PICKLEBALL COURTS TO ALIGN WITH EXISTING OVERHEAD EQUIPMENT. REFER TO PLAN FOR INTENT. VERIFY POSITION IN FIELD OF COURTS.
29 PROVIDE NEW WALL-MOUNTED PADS IN GYMNASIUM AS INDICATED IN PLANS. (SPEC2)
30 PROVIDE BLOCKING IN-WALL AS REQUIRED FOR SUPPORTING MOUNT FOR NEW WALL-MOUNTED DIGITAL MONITOR
31 PROVIDE SPECIAL POWER RECEPTACLE WITH DEDICATED CONTROL SWITCH FOR OWNER'S KILN TO BE RELOCATED TO THIS SPACE
32 PROVIDE INDIVIDUALLY CONTROLLED EXHAUST SYSTEM. ROUTE VERTICALLY THROUGH ROOF. PATCH AND REPAIR ROOF PENETRATION TO MAKE WATERTIGHT AND RESTORE INTEGRITY OF ROOF ASSEMBLY.
33 REWORK AND PROVIDE NEW SUPPLY AND RETURN AIR DUCTWORK IN NEWLY-CREATED SPACES IN AREA OF WORK. REFER TO RCP FOR SUGGESTED DIFFUSER AND GRILLE LOCATIONS.
34 PROVIDE NEW DIFFUSERS AND RETURN GRILLES AT EXISTING LOCATIONS

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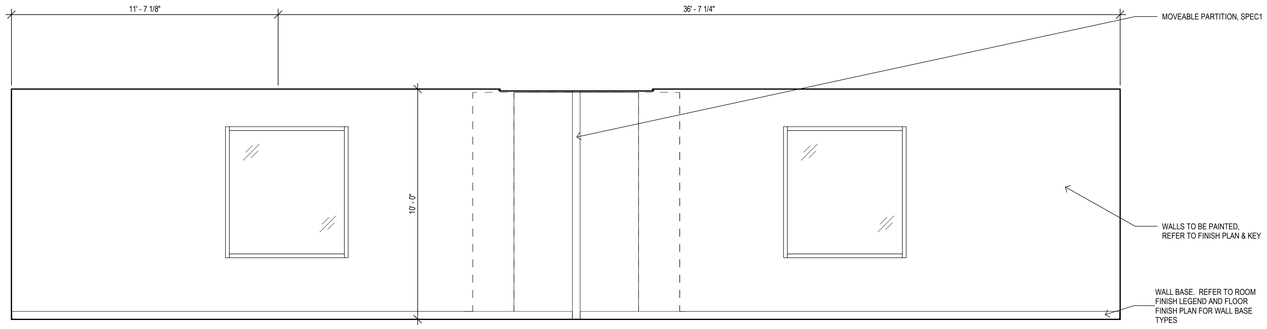
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ENLARGED REFLECTED CEILING PLAN - AREA C

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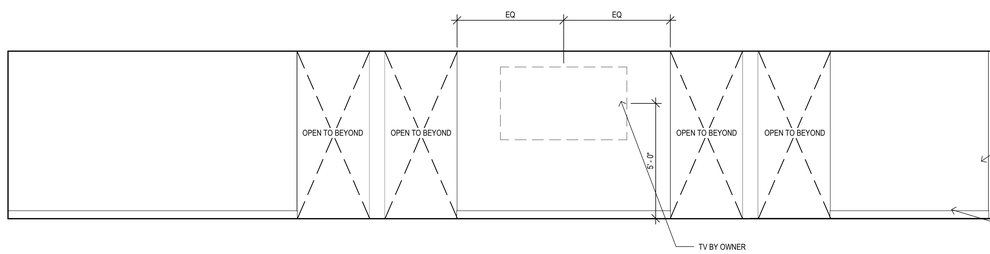
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PLUMBING FIXTURE LEGEND

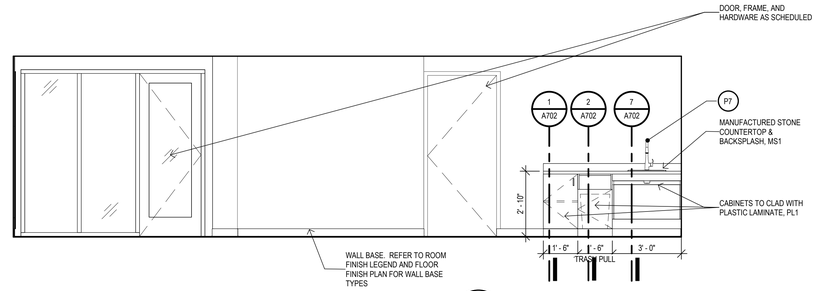
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P1	FLOOR MOUNTED TOILET	KOHLER	K-25087-0	VITREOUS-CHINA / WHITE	
P2	WALL MOUNTED TOILET	KOHLER	K-84325	VITREOUS-CHINA / WHITE	
P3	WALL MOUNTED SINK	KOHLER	K-2035-8-0	VITREOUS-CHINA / WHITE	
P4	WALL MOUNTED URINAL	KOHLER	K-4991-ETSS	VITREOUS-CHINA / WHITE	
P5	SINGLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU21179T, 22-1/2" x 18-1/2" x 9	STAINLESS STEEL	PROVIDE CLAY TRAP IN MULTIPURPOSE 104
P6	DOUBLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU31179T, 31-1/2" x 18-1/2" x 9	STAINLESS STEEL	
P7	GOOSENECK FAUCET	CHICAGO FAUCETS	434-ABBN	BRUSHED NICKEL	
P8	TOILET ROOM FAUCET	KOHLER	K-37893-4-CP	BRUSHED NICKEL	



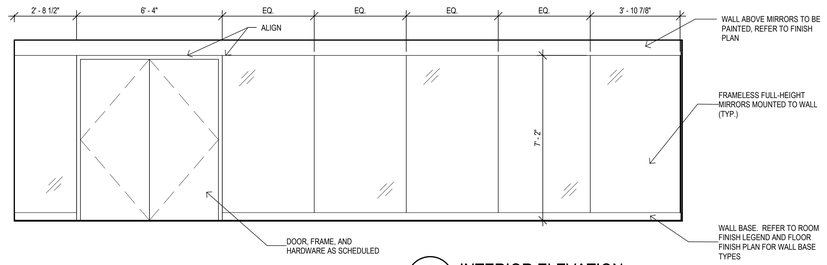
5 A201B INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



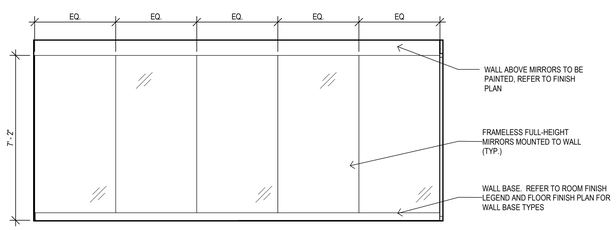
4 A201C INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



3 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



2 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



1 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

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Title
INTERIOR ELEVATIONS

Sheet
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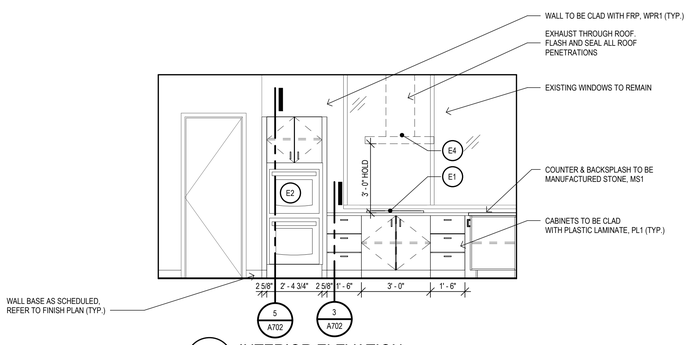
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EQUIPMENT LEGEND

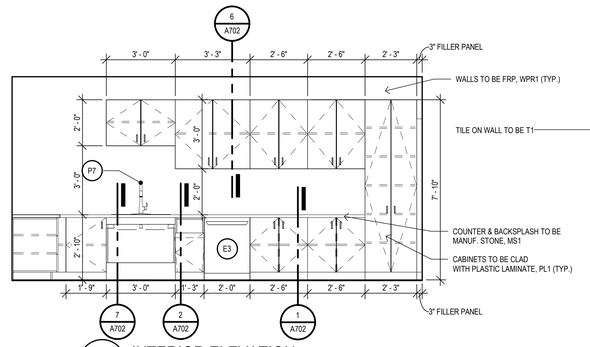
EQUIPMENT / FIXTURE DESCRIPTION		MANUFACTURER	MODEL NUMBER	SIZE	FINISH	NOTES
E1	INDUCTION COOKTOP - CFCI	GE APPLIANCES	PHP9036DT	36" x 21"	BLACK	COORDINATE ELECTRICAL REQUIREMENTS WITH MANUFACTURER
E2	DOUBLE OVEN - CFCI	GE APPLIANCES	JTD3000	53" x 29-3/4"	STAINLESS STEEL	COORDINATE ELECTRICAL REQUIREMENTS WITH MANUFACTURER
E3	DISHWASHER - CFCI	GE APPLIANCES	GDT226S	23-3/4" x 23-1/2"	STAINLESS STEEL	COORDINATE ELECTRICAL / PLUMBING REQUIREMENTS WITH MANUFACTURER
E4	EXHAUST HOOD - CFCI	GE APPLIANCES	UVI1036SRSS	36" x 26.6"	STAINLESS STEEL	COORDINATE ELECTRICAL REQUIREMENTS W MANUFACTURER. PROVIDE HIGH CEILING DUCT COVER KIT

PLUMBING FIXTURE LEGEND

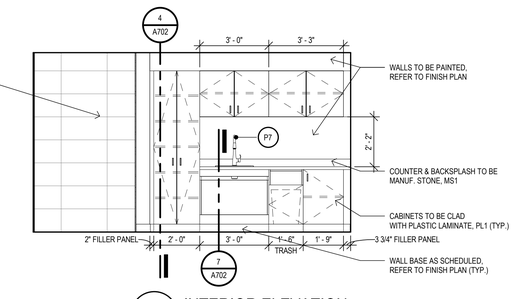
ACCESSORY / FIXTURE NAME		MANUFACTURER	MODEL NUMBER	FINISH/MATERIAL	NOTES
P1	FLOOR MOUNTED TOILET	KOHLER	K-25087-0	VITREOUS-CHINA / WHITE	
P2	WALL MOUNTED TOILET	KOHLER	K-84325	VITREOUS-CHINA / WHITE	
P3	WALL MOUNTED SINK	KOHLER	K-2035-8-0	VITREOUS-CHINA / WHITE	
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P5	SINGLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU211797, 22-1/2" x 18-1/2" x 9	STAINLESS STEEL	PROVIDE CLAY TRAP IN MULTIPURPOSE 104
P6	DOUBLE BASIN UNDERMOUNT SINK	ELKAY	ECTRU31179T, 31-1/2" x 18-1/2" x 9	STAINLESS STEEL	
P7	GOOSENECK FAUCET	CHICAGO FAUCETS	434-ABBN	BRUSHED NICKEL	
P8	TOILET ROOM FAUCET	KOHLER	K-37893-4-CP	BRUSHED NICKEL	



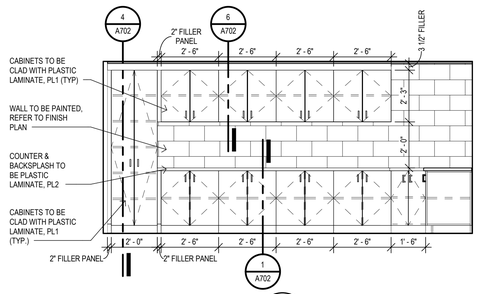
9 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



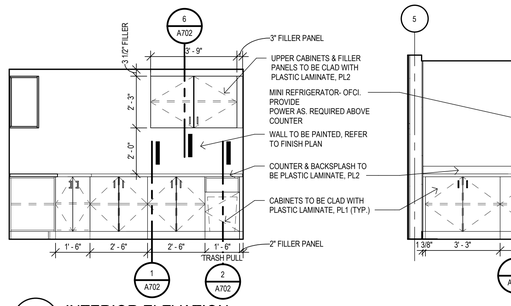
8 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



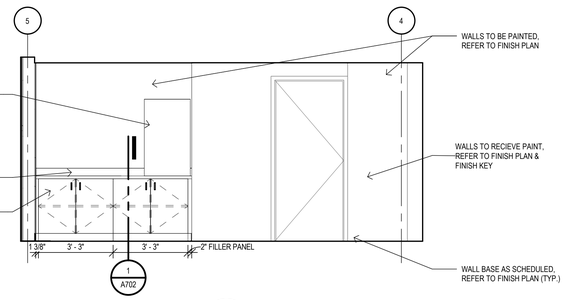
7 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



6 A201A INTERIOR ELEVATION
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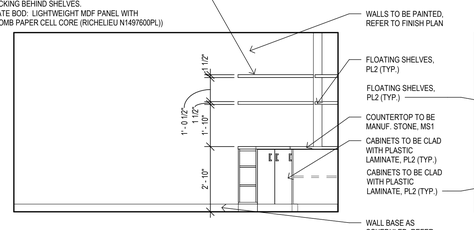


5 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

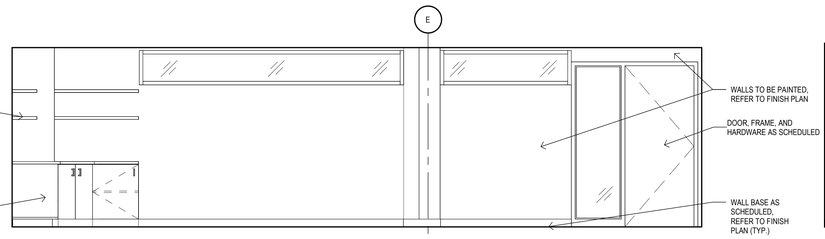


4 A201A INTERIOR ELEVATION
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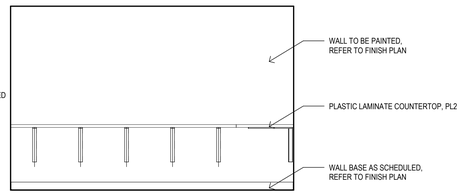
FLOATING SHELVES, 12" DEEP:
BRACKET BOD: RICHELIEU, TRIADE XXL MOUNTING BRACKET FOR HONEYCOMB SHELVES. 1617120 BRACKET WITH 1622510 RAIL
CONTRACTOR IS RESPONSIBLE FOR FINAL BRACKET SPACING (DESIGN INTENT, 12" O.C. MAXIMUM). PROVIDE CONTINUOUS IN-WALL BLOCKING BEHIND SHELVES.
SUBSTRATE BOD: LIGHTWEIGHT MDF PANEL WITH HONEYCOMB PAPER CELL CORE (RICHELIEU N1497600PL))



3 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



2 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



1 A201A INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

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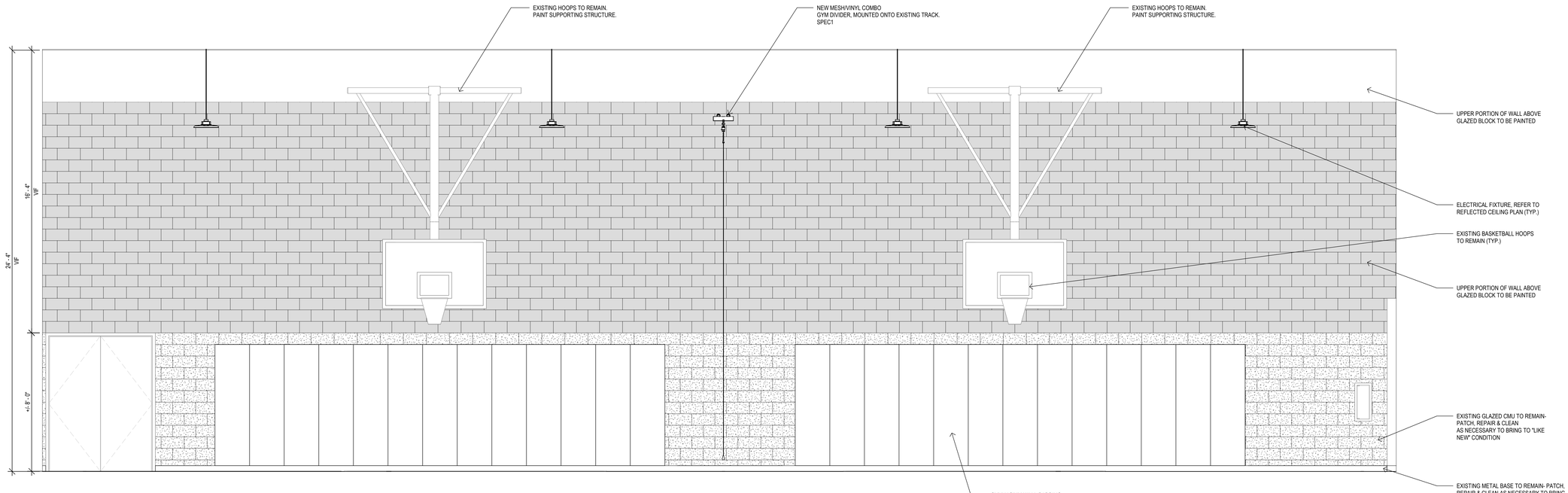
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Title
INTERIOR ELEVATIONS

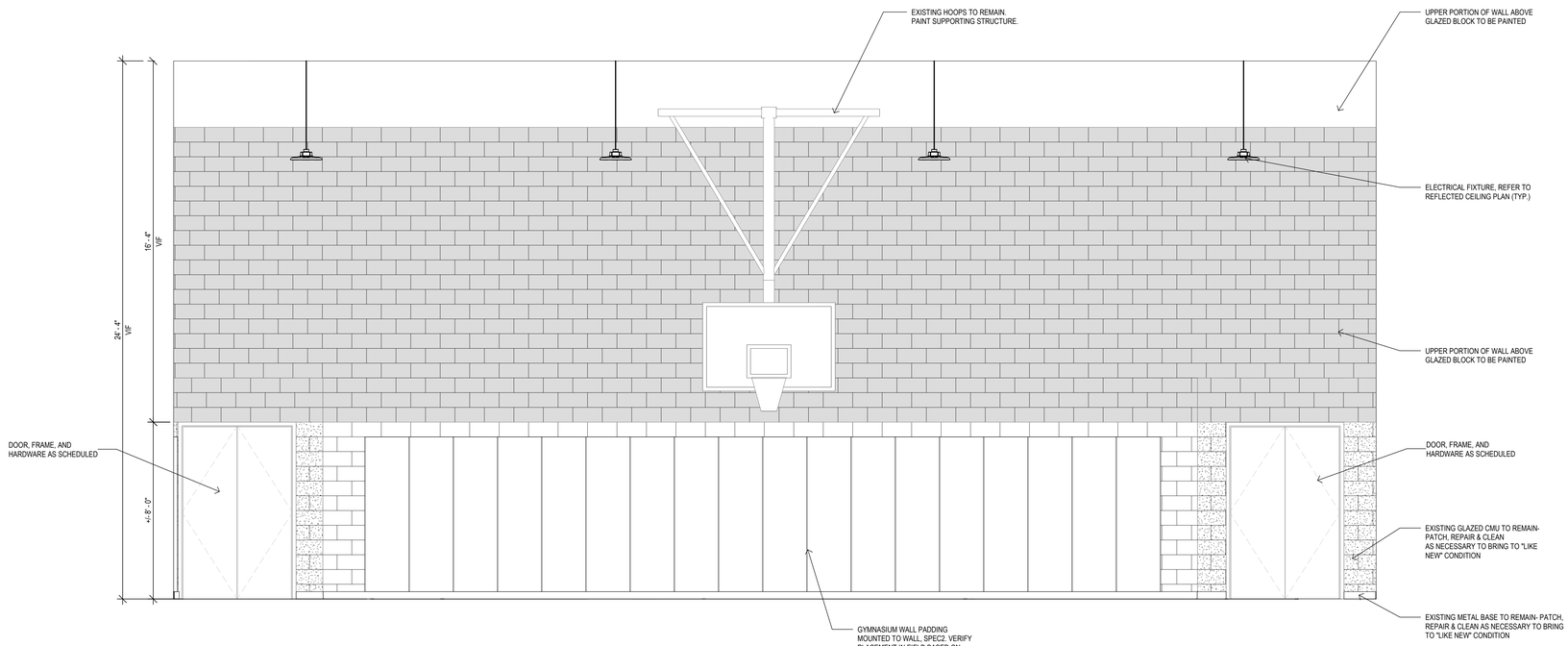
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2 A201B INTERIOR ELEVATION-GYMNASIUM
SCALE: 3/8" = 1'-0"



1 A201B INTERIOR ELEVATION-GYMNASIUM
SCALE: 3/8" = 1'-0"

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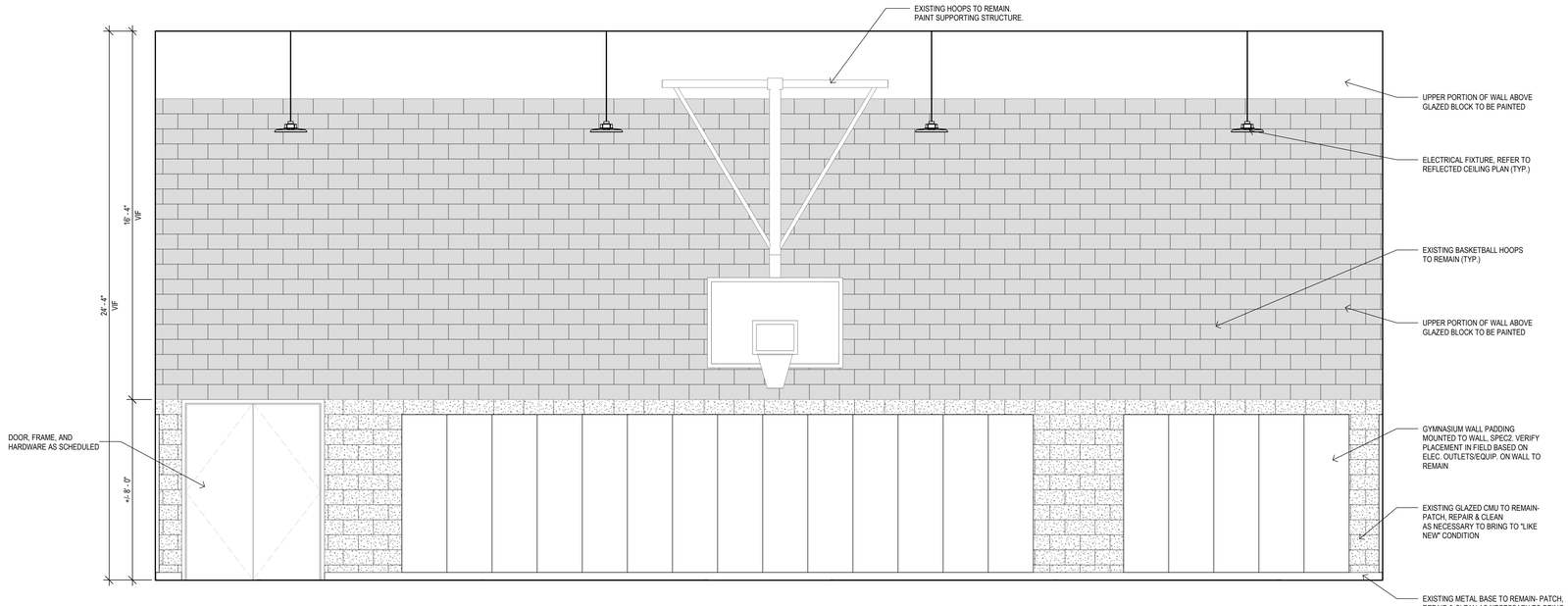
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Title
INTERIOR ELEVATIONS

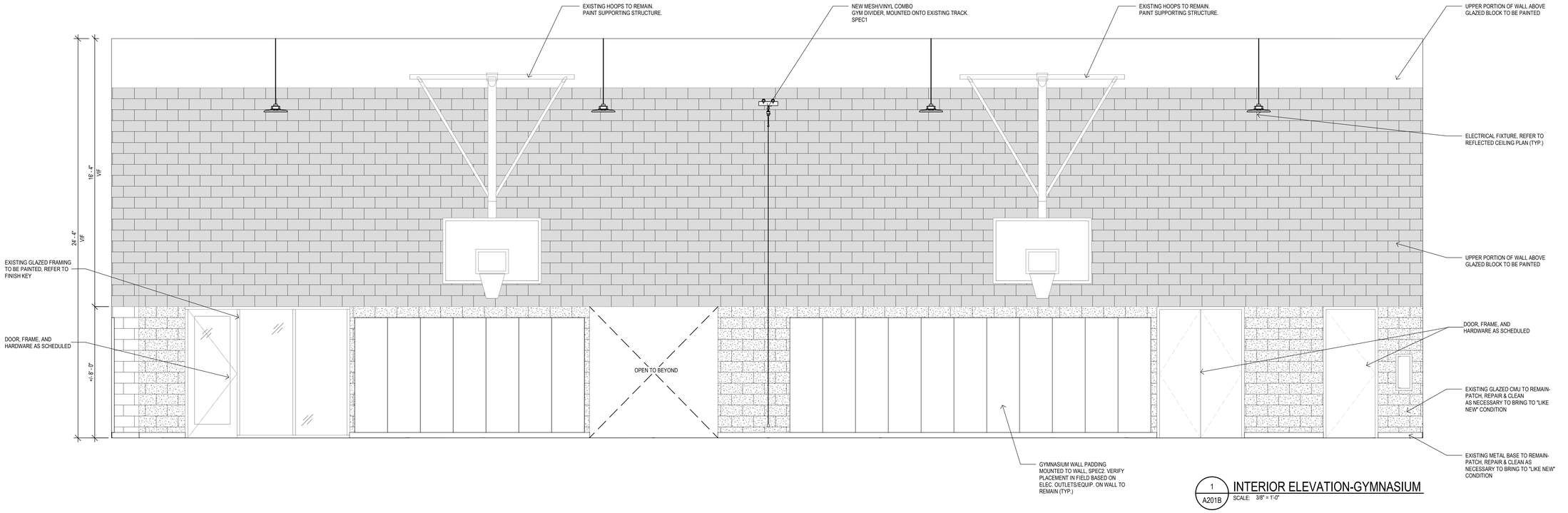
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2 A201B **INTERIOR ELEVATION-GYMNASIUM**
SCALE: 3/8" = 1'-0"



1 A201B **INTERIOR ELEVATION-GYMNASIUM**
SCALE: 3/8" = 1'-0"

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INTERIOR ELEVATIONS

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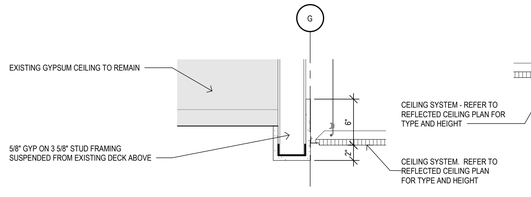
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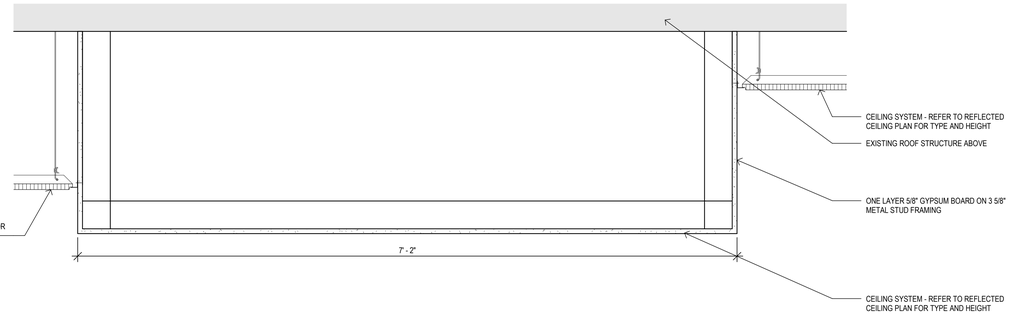
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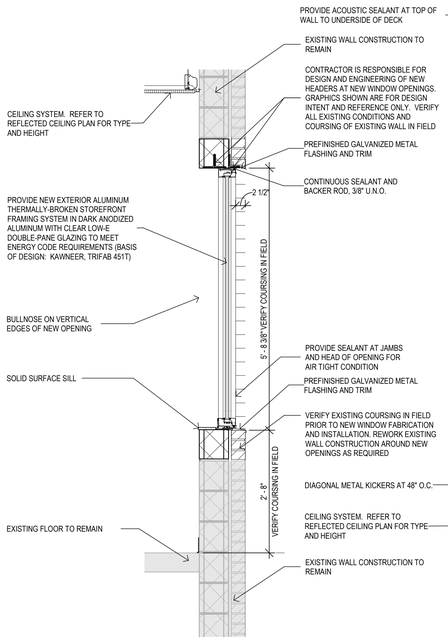
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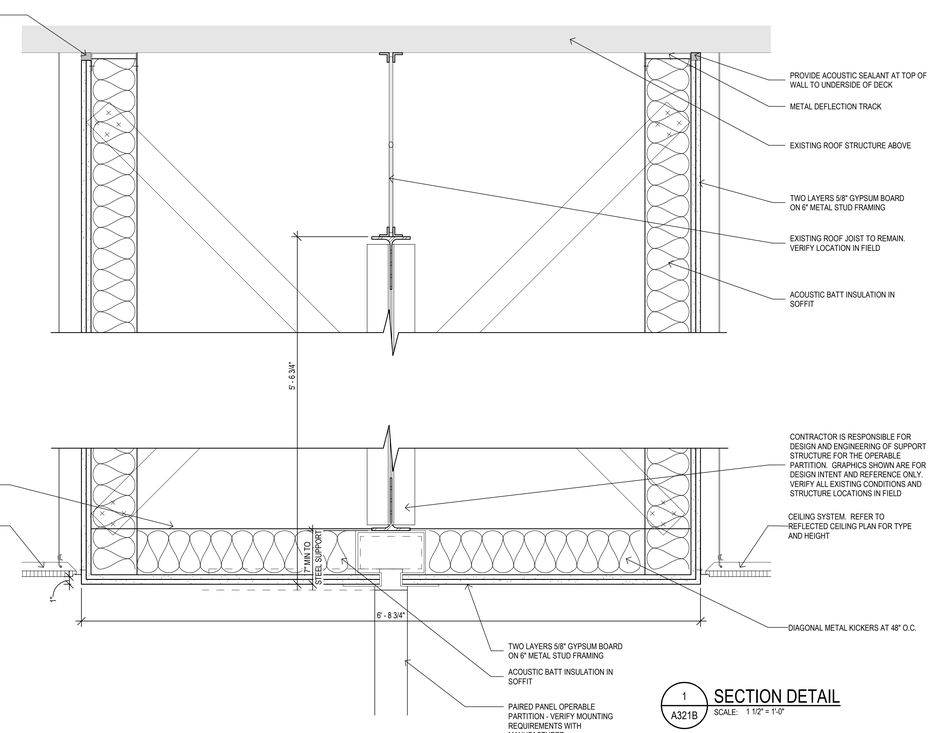
4 A321A **SECTION DETAIL**
SCALE: 1 1/2" = 1'-0"



2 A321C **SECTION DETAIL**
SCALE: 1 1/2" = 1'-0"



3 A201B **EXTERIOR WALL SECTION**
SCALE: 3/4" = 1'-0"



1 A321B **SECTION DETAIL**
SCALE: 1 1/2" = 1'-0"

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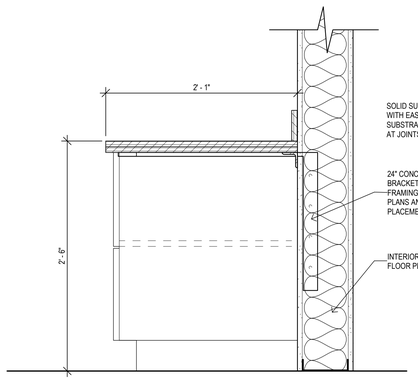
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INTERIOR SECTION DETAILS

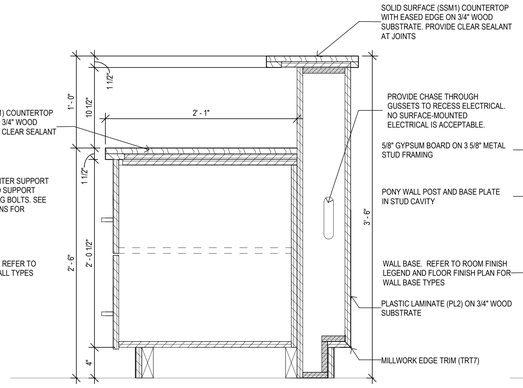
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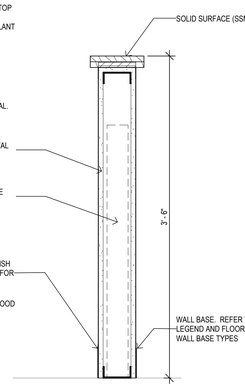
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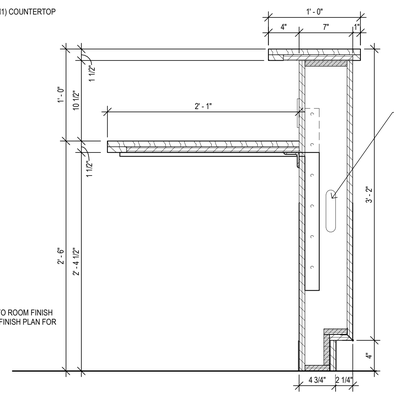
10 A701 MILLWORK SECTION
SCALE: 1 1/2" = 1'-0"



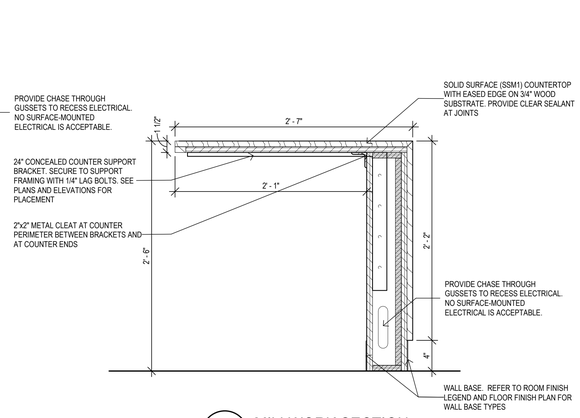
14 A701 MILLWORK SECTION
SCALE: 1 1/2" = 1'-0"



9 A701 08-01-Half Wall
SCALE: 1 1/2" = 1'-0"



8 A701 MILLWORK SECTION
SCALE: 1 1/2" = 1'-0"



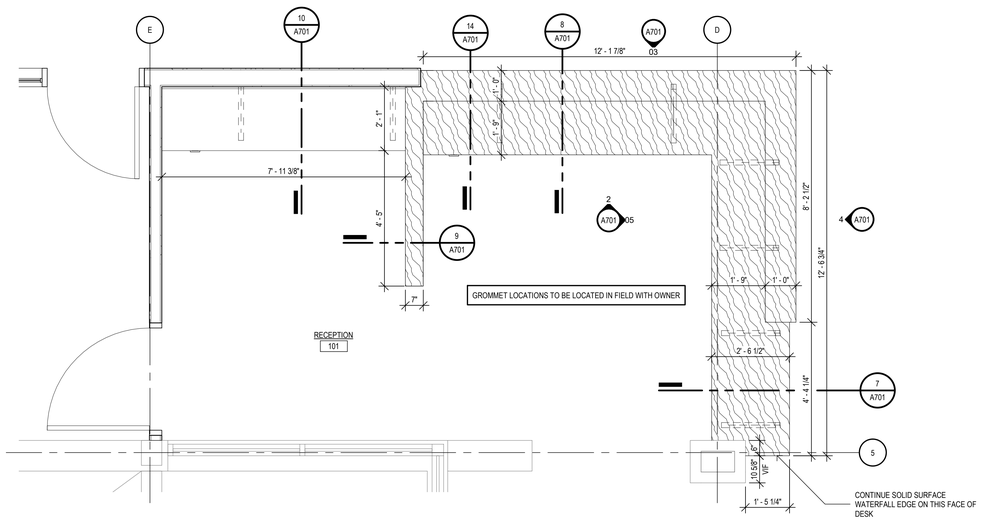
7 A701 MILLWORK SECTION
SCALE: 1 1/2" = 1'-0"

05 A701 MILLWORK ELEVATION
SCALE: 1/2" = 1'-0"

4 A701 MILLWORK ELEVATION
SCALE: 1/2" = 1'-0"

03 A701 MILLWORK ELEVATION
SCALE: 1/2" = 1'-0"

2 A701 MILLWORK ELEVATION
SCALE: 1/2" = 1'-0"



1 A201A ENLARGED MILLWORK PLAN
SCALE: 1/2" = 1'-0"

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400 E Lincoln St, Birmingham, MI 48009

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Revisions

07.10.2026 Design Bridging Documents

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N/S Project Number: **2026009**

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Title
MILLWORK PLANS, SECTIONS, & DETAILS

Sheet
A701

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Revisions

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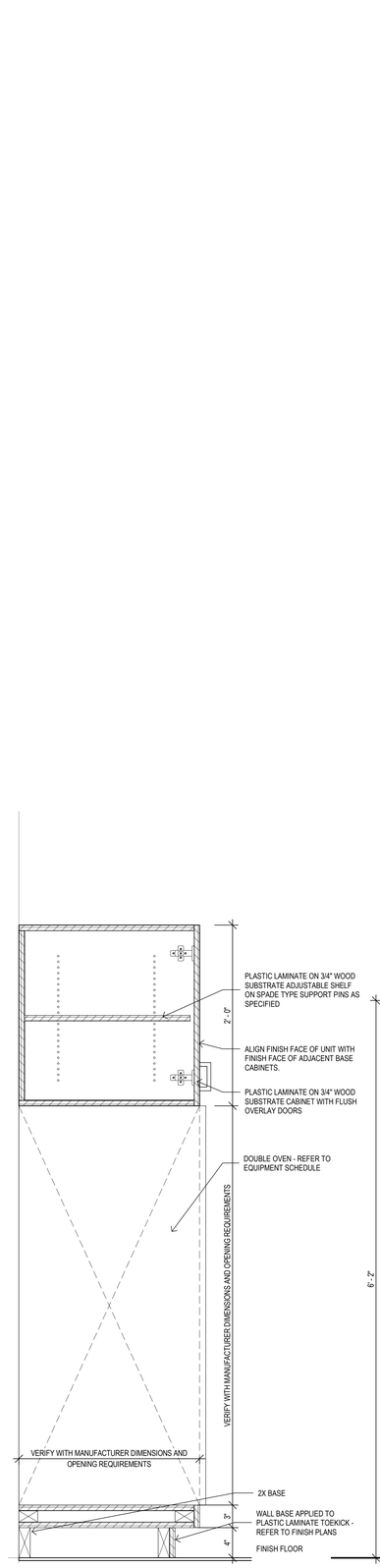
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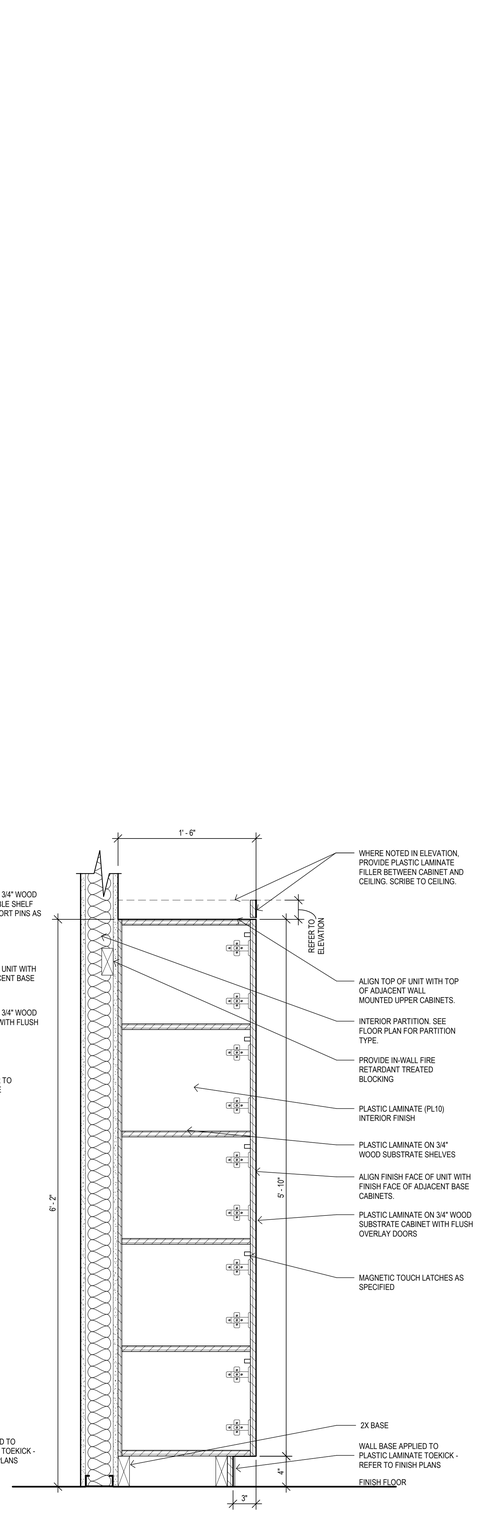
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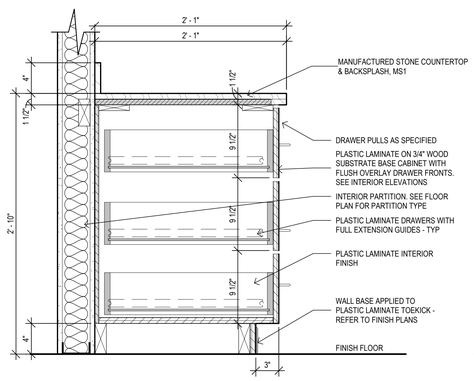
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5 A602 SECTION DETAIL
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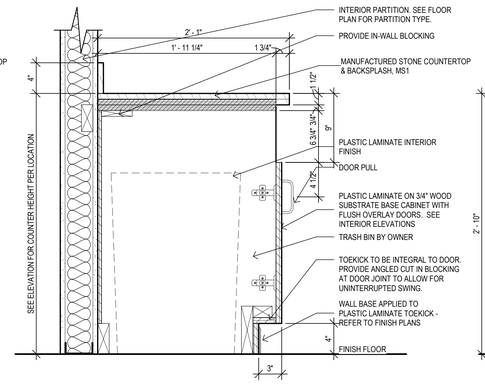
4 A602 SECTION DETAIL
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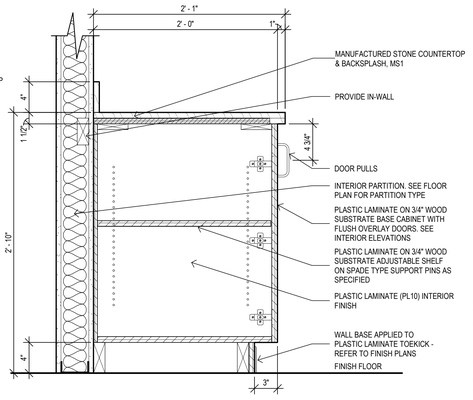
3 A602 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

7 A601 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

6 A602 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



2 A601 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



1 A601 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

FINISH KEY

ACOUSTICAL CEILING PANELS

ACP1 USE: CEILING TILE THROUGHOUT
MANUFACTURER: USG
COLLECTION: RADAR ACOUSTIC PANELS
STYLE/NUMBER: 2420
SIZE: 2' X 2', .55 NRC/35 CAC
THICKNESS/GAUGE: 5/8" THICKNESS
EDGE/PROFILE: SHADOWLINE/TAPERED
COLOR: FLAT WHITE 050
GRID STYLE: 15/16"
GRID COLOR: WHITE
CONTACT: TOM RYSDYK trysdyk@usg.com

ACP2 USE: CEILING TILE THROUGHOUT
MANUFACTURER: USG
COLLECTION: KITHJCNE LAY IN PANELS
STYLE/NUMBER: 3410
SIZE: 2' X 2', .35 CAC
THICKNESS/GAUGE: 5/8" THICKNESS
EDGE/PROFILE: SQUARE
COLOR: FLAT WHITE 050
GRID STYLE: 15/16"
GRID COLOR: WHITE
CONTACT: TOM RYSDYK trysdyk@usg.com

CARPET / CARPET TILE

CPT1 USE: REFER TO FINISH PLAN
MANUFACTURER: INTERFACE
COLLECTION: OPEN AIR
STYLE/NUMBER: 418 COLOR RANGE
SIZE: 50 CM X 50 CM
COLOR: 107042 CHARCOAL
INSTALL: MONOLITH
CONTACT: CHRISTINE LICARI christine.licari@interface.com 248-648-0736

CPT2 USE: REFER TO FINISH PLAN
MANUFACTURER: INTERFACE
COLLECTION: OPEN AIR
STYLE/NUMBER: 418 STRIA
SIZE: 50 CM X 50 CM
COLOR: 103289 MIST
INSTALL: QUARTER TURN
CONTACT: CHRISTINE LICARI christine.licari@interface.com 248-648-0736

CPT3 USE: ENTRY CARPET
MANUFACTURER: INTERFACE
COLLECTION: STEP REPEAT
STYLE/NUMBER: SR799
SIZE: 50 CM X 50 CM
COLOR: 104937 ONYX
INSTALL: QUARTER TURN
CONTACT: CHRISTINE LICARI christine.licari@interface.com 248-648-0736

GLAZING FILM

GLF1 USE: PRIVACY FILM @ OFFICES
MANUFACTURER: DESIGNTEX
COLLECTION: SMALL ALTERNATING DOT + GRADIENT
STYLE/NUMBER: SIGF S3 H48
INSTALL: TO BE INSTALLED FROM BOTTOM TO TOP WITH MOST DENSITY/PRIVACY ON BOTTOM
CONTACT: TANYA ROMANELLI 810.444.8797 TROMANELLI@DESIGNTEX.COM

GLF2 USE: PRIVACY FILM @ MEDICAL EQUIP. RM.
MANUFACTURER: SOLYX
COLLECTION: ULTRAGREEN ECO SAND BLAST
STYLE/NUMBER: SX-8783-UG
SIZE: 54" WIDE ROLL
INSTALL: INSTALL ACCORDING TO MANUF. RECOMMENDATIONS
CONTACT: info@decorativefilm.com

MANUFACTURED STONE

MS1 USE: KITCHEN COUNTERTOPS
DISTRIBUTOR: OLDENKAMP
MANUFACTURER: CORIAN
COLLECTION: QUARTZ
THICKNESS/GAUGE: 3 CM
COLOR: OYSTER GRIGIO
INSTALL: REFER TO MILLWORK DETAILS
CONTACT: SABRINA KASSAB 586.980.2413 SKASSAB@OLDENKAMP.COM

PAINT

P1 USE: CEILING PAINT THROUGHOUT
MANUFACTURER: SHERWIN WILLIAMS
COLOR: EIDER WHITE SW 7014
FINISH/SHEEN: FLAT

P2 USE: ACCENT WALL PAINT
MANUFACTURER: SHERWIN WILLIAMS
COLOR: MOUNTAIN ROAD SW7743
FINISH/SHEEN: EGGSHELL

P3 USE: GENERAL WALL PAINT
MANUFACTURER: SHERWIN WILLIAMS
COLOR: ANEW GRAY SW 7030
FINISH/SHEEN: EGGSHELLL FOR ANY DRYWALL SURFACES, SATIN OR SEMI GLOSS FOR EXISTING BLOCK WALLS

P4 USE: WALL PAINT
MANUFACTURER: SHERWIN WILLIAMS
COLOR: EIDER WHITE SW 7014
FINISH/SHEEN: EGGSHELL

P5 USE: GYMNASIUM WALL PAINT
MANUFACTURER: BENJAMIN MOORE
COLOR: ALPINE WHITE OC-124
FINISH/SHEEN: EGGSHELL FOR ANY DRYWALL SURFACES, SATIN OR SEMI GLOSS FOR EXISTING BLOCK WALLS
INSTALL: PAINT 4' X 4' MOCK UP SECTION OF WALL FOR APPROVAL OF OWNER PRIOR TO PAINTING ENTIRE SURFACE

P6 USE: EXISTING/NEW HOLLOW METAL DOORS & FRAMES
MANUFACTURER: SHERWIN WILLIAMS
COLOR: PEPPERCORN SW 7674
FINISH/SHEEN: SEMI-GLOSS

PLASTIC LAMINATE

PL1 USE: RECEPTION DESK & CABINETS, REFER TO ELEVATIONS
MANUFACTURER: FORMICA
SIZE: 60" X 144"
THICKNESS/GAUGE: .9 MM
COLOR: CHERRY WALNUT 6995-26
FINISH/SHEEN: OILED WOOD FINISH
INSTALL: VERTICAL GRAIN INSTALL ON CABINETS, HORIZONTAL GRAIN ON RECEPTION DESK
CONTACT: VICKEY BOWERS VICKEY.BOWERS@FORMICA.COM

PL2 USE: RECEPTION DESK & CABINETS, REFER TO ELEVATIONS
MANUFACTURER: FORMICA
SIZE: 48" X 96"
THICKNESS/GAUGE: .9 MM
COLOR: SAIL WHITE 463-58
FINISH/SHEEN: MATTE
CONTACT: VICKEY BOWERS VICKEY.BOWERS@FORMICA.COM

PL3 USE: MILLWORK COUNTERTOPS, REFER TO FINISH PLAN/ELEVATIONS
MANUFACTURER: FORMICA
SIZE: 48" X 96"
THICKNESS/GAUGE: .9 MM
COLOR: ELEMENTAL STONE 8831-58
FINISH/SHEEN: MATTE
INSTALL: VERTICAL GRAIN INSTALL ON CABINETS, HORIZONTAL GRAIN ON RECEPTION DESK
CONTACT: VICKEY BOWERS VICKEY.BOWERS@FORMICA.COM

RESILIENT BASE

RB1 MANUFACTURER: ROPPE
COLLECTION: WALL BASE
STYLE/NUMBER: COVED
THICKNESS/GAUGE: .08 VINYL
COLOR: 178 PEWTER

RESILIENT FLOORING

RES1 USE: CORRIDORS & MULTI-PURPOSE ROOM
MANUFACTURER: TARKETT
COLLECTION: ID LATITUDE WOOD
SIZE: 48" x 6"
THICKNESS/GAUGE: .51 MM, 20 MIL
COLOR: NORDIC 7533
CONTACT: JENNIFER CONWAY 248.636.8161 JENNIFER.CONWAY@TARKETT.COM

SPRAYED ACOUSTICAL MATERIAL

SAM1 USE: CARDIO ROOM ACOUSTIC CEILING SPRAY
DISTRIBUTOR: STONY CREEK SERVICES
MANUFACTURER: INTERNATIONAL CELLULOSE CORPORATION
COLLECTION: K-13 THERMAL INSULATION
THICKNESS/GAUGE: 3"
COLOR: WHITE
CONTACT: ANTON CORNELIER ALCORNELIER@STONYCREEKSERVICES.COM 734.326.2222
NOTE: ENSURE SURFACES ARE PROPERLY PREPARED TO RECEIVE K-13 APPLICATION

SOLID SURFACING MATERIAL

SSM1 USE: RECEPTION DESK
DISTRIBUTOR: HOOD DISTRIBUTION
MANUFACTURER: DURASEIN
SIZE: 30" X 144"
COLOR: DM5011 HARMONY
CONTACT: LAUREN HOLMER LHOLMER@HOODDISTRIBUTION.COM 317.407.3704

SPORTS FLOORING

SF1 USE: CARDIO ROOM FLOORING
MANUFACTURER: TARKETT
COLLECTION: DROPZONE
STYLE/NUMBER: COMFORT 10.5
SIZE: ROLLS 41" X 48"
COLOR: DZ605 CHARCOAL
CONTACT: JENNIFER CONWAY 248.636.8161 JENNIFER.CONWAY@TARKETT.COM

SF2 USE: FITNESS ROOM FLOORING
MANUFACTURER: TARKETT
COLLECTION: OMNISPORTS
STYLE/NUMBER: MULTI-USE
SIZE: ROLL 2 X 20.5 M, GLUE DOWN
THICKNESS/GAUGE: 8.1 MM
COLOR: CONCRETE DEEP BLUE 26546063
CONTACT: JENNIFER CONWAY 248.636.8161 JENNIFER.CONWAY@TARKETT.COM

SF3 USE: REFINISHED GYMNASIUM FLOORING
COLOR: BASKETBALL STRIPING COLORS TO MATCH SHERWIN WILLIAMS TRICORN BLACK SW 6258, PICKLEBALL COURT LINES TO MATCH SHERWIN WILLIAMS DYNAMMIC BLUE, SW 6958
INSTALL: FOLLOW INSTRUCTIONS PROVIDED BY MFMA IN REGARDS TO RESURFACING ATHLETIC MAPLE FLOORING. https://www.maplefloor.org/en/sanding-athletic-maple-floor-resurfacing/

SPECIALTY EQUIPMENT

SPEC1 USE: GYMNASIUM DIVIDER CURTAIN
MANUFACTURER: DRAPER
COLLECTION: MOTORIZED GYM DIVIDER CURTAIN
SIZE: MATCH EXISTING SIZE
COLOR: VINYL BOTTOM- MARINE BLUE, MESH TOP-WHITE
NOTE: CONFIRM EXISTING STRUCTURE CAN HANDLE WEIGHT OF NEW DIVIDER CURTAIN. COORDINATE POWER REQUIREMENTS.

SPEC2 USE: GYMNASIUM WALL PADDING
MANUFACTURER: GREAT MATS
COLLECTION: SAFETY WALL PAD
STYLE/NUMBER: 642-PAIRED PANELS
SIZE: 2' X 7'
THICKNESS/GAUGE: 2"
COLOR: POOL BLUE
BACKING: 7/16" OSB WOOD BACKING
INSTALL: 1" TOP AND BOTTOM NAILING LIP

TILE

T1 MANUFACTURER: DALTILE
COLLECTION: OUTLANDER
STYLE/NUMBER: PALAZZO
SIZE: 12" X 24"
THICKNESS/GAUGE: 5/16"
FINISH/SHEEN: MATTE
GROUT MANUF: TEC
GROUT COLOR: 927 LIGHT PEWTER
INSTALL: GRID, REFER TO FINISH PLAN
CONTACT: SUSAN SKINNER SUSAN.SKINNER@DALTILE.COM 810.217.2199
NOTE: TILE IS TO BE CUT DOWN TO 4" X 24" FOR WALL BASE IN RESTROOM 115 & 116

T2 MANUFACTURER: DALTILE
COLLECTION: QUARRY TILE
SIZE: 6" X 6"
THICKNESS/GAUGE: 1/2"
COLOR: ARID GRAY QQ42
FINISH/SHEEN: MATTE
GROUT MANUF: TEC
GROUT COLOR: 927 LIGHT PEWTER
INSTALL: GRID, REFER TO FINISH PLAN
CONTACT: SUSAN SKINNER SUSAN.SKINNER@DALTILE.COM 810.217.2199

TILE BASE

TB1 MANUFACTURER: DALTILE
COLLECTION: QUARRY TILE
STYLE/NUMBER: ROUNT TOP COVE BASE Q3565s
SIZE: 6" X 6"
COLOR: ARID GRAY
INSTALL: ALIGN GROUT LINES AS MUCH AS POSSIBLE WITH FLOOR TILE
CONTACT: SUSAN SKINNER SUSAN.SKINNER@DALTILE.COM 810.217.2199

TRANSITION TRIM

TRT1 USE: TILE FLOOR PERIMETER
MANUFACTURER: SCHLUTER
STYLE/NUMBER: RENO TK
COLOR: SATIN ANODIZED ALUMINUM

TRT2 USE: TOP EDGE TILE BASE
MANUFACTURER: SCHLUTER
STYLE/NUMBER: SCHIENE
COLOR: SATIN ANODIZED ALUMINUM

TRT3 USE: GYM FLOOR TO RUBBER FLOOR
MANUFACTURER: JOHNSONITE
COLLECTION: WHEELED TRAFFIC TRANSITION
STYLE/NUMBER: CTA-63-Q
COLOR: BURNT UMBER

TRT4 USE: SPORTS FLOOR TO LVT
MANUFACTURER: JOHNSONITE
COLLECTION: ADAPTOR
STYLE/NUMBER: CCA-63
COLOR: BURNT UMBER

TRT5 USE: RUBBER FLOOR TO LVT
COLLECTION: ADAPTOR
STYLE/NUMBER: CVA-63
COLOR: BURNT UMBER

TRT6 USE: FLOOR TRANSITION
DISTRIBUTOR: SCHLUTER
STYLE/NUMBER: RENO-U
FINISH/SHEEN: ALUMINUM SATIN ANODIZED

TRT7 USE: MILLWORK TRIM @ RECEPTION DESK
MANUFACTURER: FRY REGLET
STYLE/NUMBER: MWOK50
COLOR: DARK BRONZE

WALL PROTECTION

WPR1 MANUFACTURER: MARLITE
COLLECTION: STANDARD FRP
SIZE: 4' X 8' PANELS
COLOR: S 100 S/2/S WHITE
FINISH/SHEEN: SMOOTH FRP

EXTEND TO 1/4" ABOVE FINISHED FLOOR
BEFORE INSTALLING
BASE

WOOD DOORS

WD1 USE: WOOD DOORS
SPECIES: WHITE BIRCH
STAIN/PAINT: PRE-FINISHED STAIN, RAVINE RA18
CUT: RIFT CUT, BOOK MATCHED

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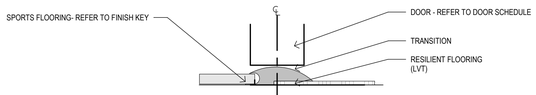
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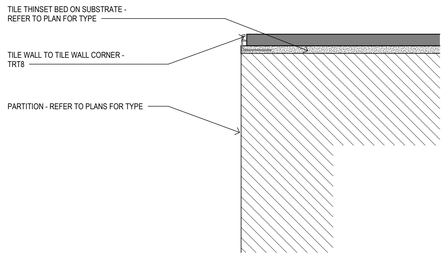
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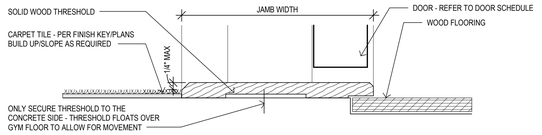
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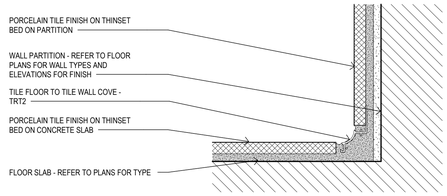
11 A801 SPORTS FLOORING TO RESILIENT FLOORING TYPICAL TRANSITION DETAIL
SCALE: 6" = 1'-0"



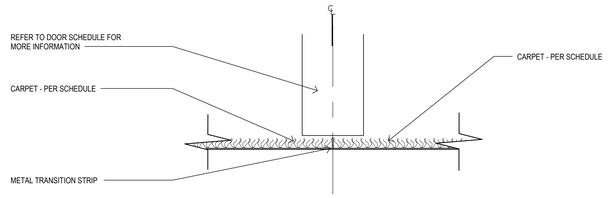
8 A801 TYPICAL TRANSITION DETAIL
SCALE: 6" = 1'-0"



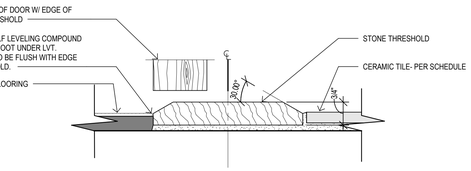
4 A801 GYM FLOOR TRANSITION DETAIL
SCALE: 6" = 1'-0"



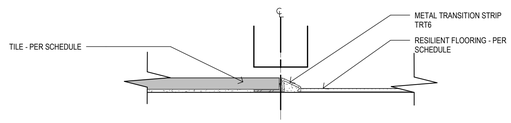
7 A801 TYPICAL TRANSITION DETAIL
SCALE: 6" = 1'-0"



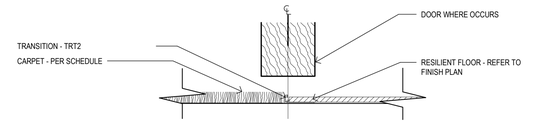
3 A801 CARPET - CARPET
SCALE: 6" = 1'-0"



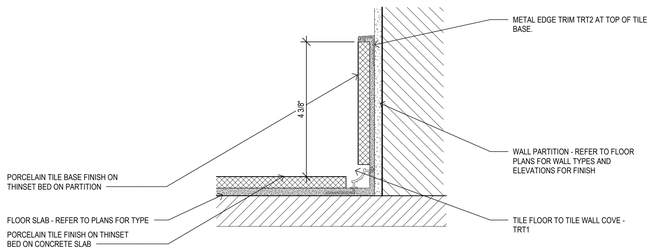
10 A801 LVT TO TILE TRANSITION
SCALE: 6" = 1'-0"



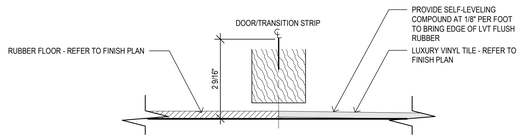
6 A801 FLOOR TRANSITION DETAIL
SCALE: 6" = 1'-0"



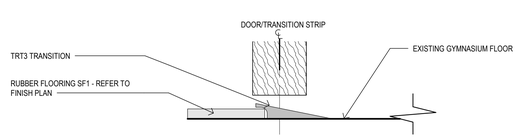
2 A801 CARPET TO RESILIENT FLOOR TRANSITION
SCALE: 6" = 1'-0"



9 A801 TYPICAL BASE DETAIL
SCALE: 6" = 1'-0"



5 A801 RUBBER FLOOR TO LVT TRANSITION
SCALE: 6" = 1'-0"



1 A801 RUBBER FLOOR TO EXISTING FLOOR TRANSITION
SCALE: 6" = 1'-0"

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BIRMINGHAM NEXT YMCA BUILDING RENOVATION
400 E Lincoln St, Birmingham, MI 48009

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N/S Project Number: **2026009**

Title
TRANSITION DETAILS

Sheet
A801

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GENERAL FINISH PLAN NOTES:

1. REFER TO CEILING PLANS, ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
2. THE FINISHES ARE PER THE ROOM TAG, UNLESS NOTED OTHERWISE ON FINISH PLANS.
3. ALL EXISTING EXPOSED (NON-PAINTED) BRICK WALLS ARE TO REMAIN. THESE ARE NOT TO RECEIVE PAINT.
4. UNLESS NOTED OTHERWISE ON ELEVATIONS OR FINISH PLANS, WALLS SHALL BE PAINTED **P3** AND GYPSUM BOARD CEILINGS SHALL BE PAINTED **P1**.
5. EXISTING RESTROOMS- FLOORING & WALL TILE/GLAZED BLOCK ARE TO REMAIN. REPLACE FIXTURES, TOILET PARTITIONS AS NECESSARY UNLESS NOTED OTHERWISE.
6. FLOOR FINISHES SHALL EXTEND UNDER ALL WALL CABINETS & MILLWORK UNLESS NOTED OTHERWISE.
7. MEET MINIMUM FLAME SPREAD RATINGS AND CODE REQUIREMENTS IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS. REFER TO CODE COMPLIANCE SHEETS FOR ADDITIONAL INFORMATION.
8. ALL TRANSITION STRIPS BETWEEN DISSIMILAR FLOOR FINISHES SHALL BE SMOOTH AND FLUSH. PROVIDE METAL TRANSITION STRIPS BETWEEN DISSIMILAR FLOOR FINISH MATERIALS. CHANGES IN ELEVATION 1/4" TO 1/2" SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:20.
9. TRANSITIONS AT DOORS SHALL OCCUR AT THE CENTERLINE OF THE DOOR IN THE CLOSED POSITION, UNLESS NOTED OTHERWISE IN THE TRANSITION DETAILS.
10. PROVIDE SMOOTH AND LEVEL SURFACE THAT MEETS MANUFACTURERS INSTALLATION SPECIFICATIONS PRIOR TO INSTALLING ANY FLOORING MATERIALS.
11. USE EPOXY PAINT AT WALLS AND CEILING FOR RESTROOMS.
12. PROVIDE TEMPERED GLAZING WHERE REQUIRED BY THE BUILDING CODE.

FINISH PLAN LEGEND

- SHADED AREA INDICATES EXISTING CONSTRUCTION TO REMAIN (NIC)
- MILLWORK
- XXX — GENERAL WALL FINISH
- XXX — GENERAL FLOOR FINISH
- XXX — GENERAL WALL BASE FINISH
- XXX — GENERAL CEILING FINISH
- RUNNING DIRECTION OF MATERIAL
- STARTING POINT
- CARPET TILE
- WALK-OFF CARPET TILE
- RUBBER SPORTS FLOORING
- QUARRY TILE FLOORING
- TILE FLOORING
- LVT FLOORING

WALL & FLOOR FINISHES TO REMAIN IN RESTROOMS
MULTI-PURPOSE 104 P3 RES1 RB1
RESTROOM 108
RESTROOM 106
EXIST TILE
LVT
4' - 5 5/8"
2' - 11"
1' - 0"
CIRCULATION 111 P3 RES1 RB1
STORAGE 107 P3 RES1 RB1
EXISTING BRICK TO REMAIN
17' - 0 5/8"
STARTING POINT
CPT
EXISTING BRICK TO REMAIN
COMPUTER ROOM 103 P3 CPT1 RB1
2' - 6"
CARPET TO CONTINUE UNDER OPEN COUNTERS. TYPICAL THROUGHOUT
12' - 1 3/16"
RES1
TOILET 109 P3 EXIST EXIST
LVT EXIST TILE
DATA ROOM 110A P4 SF2 RB1
FITNESS 110 P3 SF2 RB1
OFFICE 105 P3 CPT2 RB1
RECEPTION 101 P3 CPT2 RB1
FULL CPT TILE
OFFICE 105C P3/P2 CPT1 RB1
OFFICE 105B P3/P2 CPT1 RB1
WORK ROOM 105A P3 RES1 RB1
P2
P3
1 A803
LVT SPORTS FL
26' - 6 1/4"
LOBBY 102 P3 CPT3 RB1
VESTIBULE 100 P3 CPT3 RB1
EXISTING BRICK TO REMAIN
STORAGE 113A WPR1 T2 TB1
KITCHEN 113 WPR1 T2 TB1
CIRCULATION 112 P2/P3 RES1 RB1
LVT TILE
RESTROOM 115 P2/T1 T1 T1
RESTROOM 116 P2/T1 T1 T1
24' - 1 3/4"
WINDOWS TO RECEIVE FILM @ RESTROOMS, GLF2
1' - 10"
1' - 5"
1' - 0"
HALLWAY 114 P3 RES1 RB1
WD LVT
P2
FULL CPT TILE
CPT LVT
CAFE / LOUNGE 117 P3/P2 CPT2 RB1
STORAGE 125C P3 CPT2 RB1
MULTI-PURPOSE 125A P2/P3 CPT2 RB1
P2
MULTI-PURPOSE 125B P2/P3 CPT2 RB1
RES1
STORAGE 125D P3 CPT2 RB1
GYMNASIUM 121
WINDOWS TO RECEIVE FILM, GLF2
CIRCULATION 118 P3 CPT3 RB1
CIRCULATION 124 P3 RES1 RB1
LVT SPORTS FL
STORAGE 124A
CARDIO 123 P4/P2 SF2 RB1
P3
WPR1
STORAGE 122 P5 RES1 RB1
MEDICAL EQUIPMENT STORAGE 119 P5 RES1 RB1
STORAGE 126 P3 RES1 RB1

NORTH

1 A802 FIRST FLOOR COMPOSITE FINISH PLAN
SCALE: 3/16" = 1'-0"

architecture
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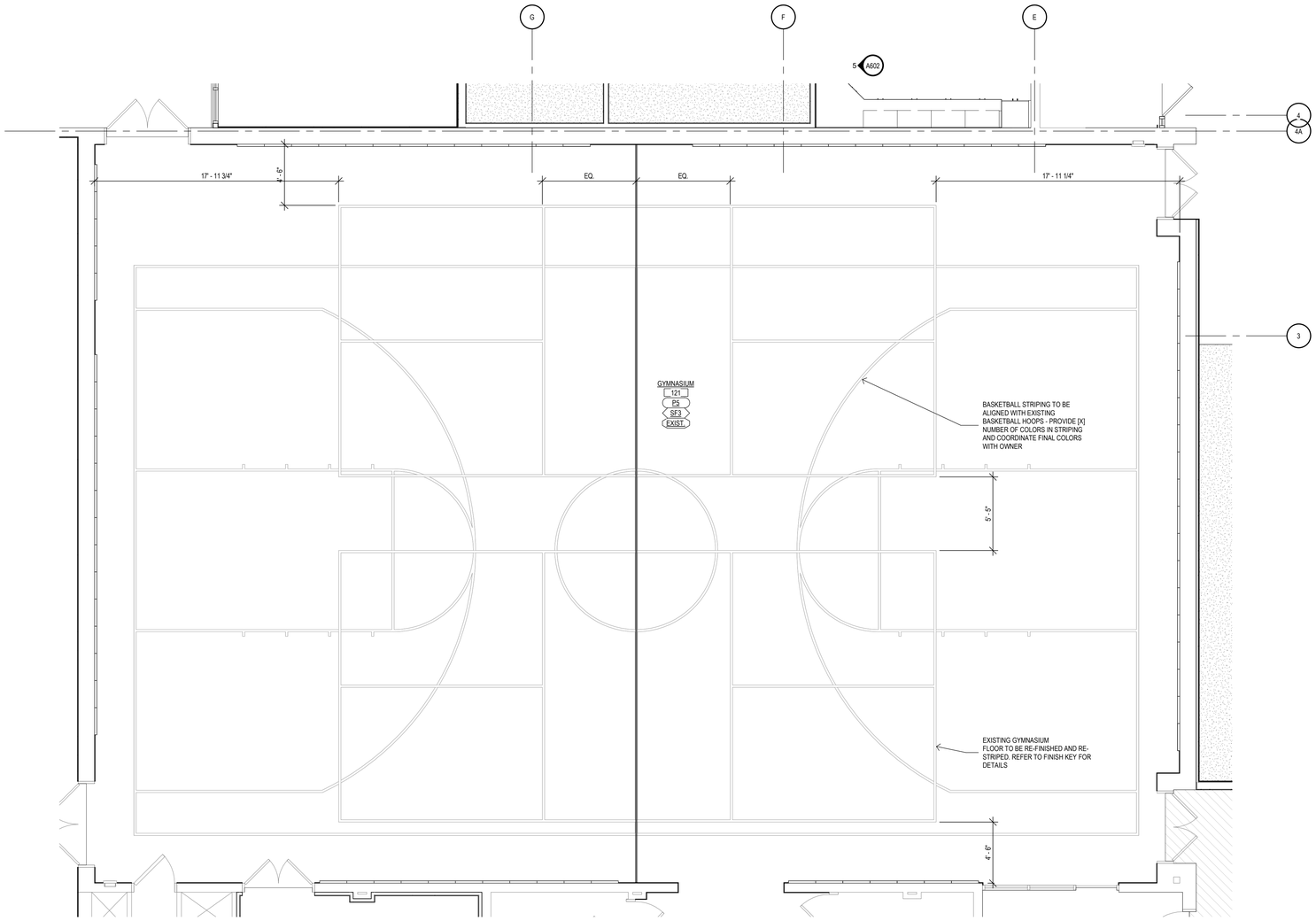
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Title
FIRST FLOOR FINISH PLAN

Sheet
A802

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1 A802 ENLARGED FINISH PLAN
SCALE: 1/4" = 1'-0"

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ENLARGED FINISH PLAN

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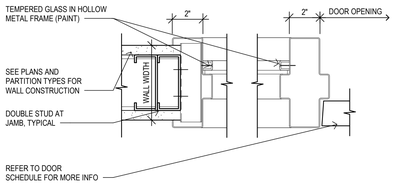
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DOOR SCHEDULE													
		DOOR			FRAME			DETAILS			UL	HDW	
DOOR #	DOOR SIZE	TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	HEAD	JAMB	THRESHOLD	LABEL	SET	REMARKS
FIRST FLOOR													
100.1	(2) 6' - 0" x 7' - 0"	EXISTING	GLASS/ALUM	PREFINISHED	EXISTING	ALUM	PREFINISHED	-	-	-	-	01	NEW BARRIER-FREE DOOR OPERATOR, ONE LEAF, HARDWARE REPLACEMENT ONLY
100.2	(2) 6' - 0" x 7' - 0"	EXISTING	GLASS/ALUM	PREFINISHED	EXISTING	ALUM	PREFINISHED	-	-	-	-	02	NEW BARRIER-FREE DOOR OPERATOR, ONE LEAF, HARDWARE REPLACEMENT ONLY
103	3' - 0" x 7' - 0"	EXISTING	GLASS/ALUM	PREFINISHED	EXISTING	ALUM	PREFINISHED	-	-	3/A801	-	25	HARDWARE REPLACEMENT ONLY
104	3' - 0" x 7' - 0"	B	GLASS/ALUM	PREFINISHED	2	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901		-	18	
105.1	3' - 0" x 7' - 0"	B	GLASS/ALUM	PREFINISHED	2	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901		-	18	
105.2	3' - 4" x 7' - 0"	A	WD	PREFINISHED	1	ALUM	PREFINISHED	1/A901	2/A901	-	-	10	
105A	3' - 0" x 7' - 0"	A	WD	PREFINISHED	1	HM	PAINT	3/A901	4/A901	2/A801	-	14	
105B	3' - 0" x 7' - 0"	A	WD	PREFINISHED	2	HM	PAINT	3/A901	4/A901		-	18	
105C	3' - 0" x 7' - 0"	A	WD	PREFINISHED	2	HM	PAINT	3/A901	4/A901		-	18	
106	2' - 6" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	6/A801	-	20	REPLACE PANEL, EXISTING FRAME TO REMAIN
107	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	-	-	19	REPLACE PANEL, EXISTING FRAME TO REMAIN
108	2' - 6" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	6/A801	-	20	REPLACE PANEL, EXISTING FRAME TO REMAIN
109	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	6/A801	-	06A	REPLACE PANEL, EXISTING FRAME TO REMAIN
110	2' - 8 1/8" x 7' - 1"	B	GLASS/ALUM	PREFINISHED	SEE ELEV	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901	5/A801	-	15	
110A	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	3/A901	4/A901	-	-	16	REPLACE PANEL, EXISTING FRAME TO REMAIN
110B	(2) 3' - 0" x 7' - 0"	A	HM	PAINT	1	HM	PAINT	3/A901	4/A901	-	-	17	
111	3' - 0" x 7' - 0"	EXISTING	GLASS/ALUM	PREFINISHED	EXISTING	ALUM	PREFINISHED	-	-	-	-	22	NEW BARRIER-FREE DOOR OPERATOR, ONE LEAF, HARDWARE REPLACEMENT ONLY
113.1	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	6/A801	-	05	REPLACE PANEL, EXISTING FRAME TO REMAIN
113.2	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	-	-	03	REPLACE PANEL, EXISTING FRAME TO REMAIN
113A	2' - 6" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	-	-	04	REPLACE PANEL, EXISTING FRAME TO REMAIN
115	3' - 0" x 7' - 0"	A	WD	PREFINISHED	1	HM	PAINT	3/A901	4/A901	6/A801	-	06	
116	3' - 0" x 7' - 0"	A	WD	PREFINISHED	1	HM	PAINT			6/A801	-	06	
117	(2) 2' - 9" x 7' - 0"	C	WD/GLASS	PREFINISHED	EXISTING	HM	PAINT	-	-	3/A801	-	08	REPLACE PANEL, EXISTING FRAME TO REMAIN
118.1	(2) 6' - 0" x 7' - 6"	EXISTING	GLASS/ALUM	PREFINISHED	EXISTING	ALUM	PREFINISHED	-	-	-	-	25	EXISTING DOOR & HARDWARE TO REMAIN
118.2	3' - 0" x 7' - 0"	EXISTING	HM	PAINT	EXISTING	HM	PAINT	-	-	-	-	24	EXISTING DOOR & HARDWARE TO REMAIN
119	3' - 0" x 7' - 0"	E	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-	2/A801	-	09	REPLACE PANEL, EXISTING FRAME TO REMAIN
121.1	(2) 2' - 6" x 7' - 10"	D	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-	-	-	08	REPLACE PANEL, EXISTING FRAME TO REMAIN
121.2	(2) 2' - 6" x 7' - 10"	D	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-	4/A801	-	08A	REPLACE PANEL, EXISTING FRAME TO REMAIN
121.3	3' - 0" x 7' - 10"	A	HM	PAINT	EXISTING	HM	PAINT	-	-		-	SEE NOTE	DOOR TO BE FIXED IN PLACE. REMOVE OPERABLE HARDWARE AND SECURE DOOR IN CLOSED POSITION.
121.4	(2) 3' - 0" x 7' - 10"	D	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-		-	08A	REPLACE PANEL, EXISTING FRAME TO REMAIN
121.5	(2) 3' - 0" x 7' - 10"	D	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-		-	08	REPLACE PANEL, EXISTING FRAME TO REMAIN
121A	3' - 0" x 7' - 10"	A	HM	PAINT	EXISTING	HM	PAINT	-	-	-	-	16	REPLACE PANEL, EXISTING FRAME TO REMAIN
122	3' - 0" x 7' - 0"	A	HM	PAINT	EXISTING	HM	PAINT		-		-	09	REPLACE PANEL, EXISTING FRAME TO REMAIN
123.1	3' - 4" x 7' - 0"	E	HM/GLASS	PAINT	SEE ELEV	HM	PAINT	3/A901, 7/A901	4/A901, 8/A901		-	10	PROVIDE HEADER FOR NEW OPENING IN EXISTING MASONRY WALL
123.2	(2) 2' - 6" x 7' - 10"	D	HM/GLASS	PAINT	EXISTING	HM	PAINT	-	-		-	12	REPLACE PANEL, EXISTING FRAME TO REMAIN
124	(2) 3' - 0" x 7' - 0"	EXISTING	HM	PAINT	EXISTING	HM	PAINT	-	-		-	25	
125A	3' - 0" x 7' - 0"	C	WD/GLASS	PREFINISHED	2	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901		-	13	
125B	3' - 0" x 7' - 0"	C	WD/GLASS	PREFINISHED	2	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901		-	13	
125C	3' - 0" x 7' - 0"	A	WD	PREFINISHED	1	ALUM	PREFINISHED	1/A901	2/A901	-	-	14	
125D	3' - 0" x 7' - 0"	A	WD	PREFINISHED	1	ALUM	PREFINISHED	1/A901	2/A901	-	-	14	
126	(2) 3' - 0" x 7' - 0"	A	HM	PAINT	1	HM	PAINT	3/A901	4/A901	-	-	11	
ST1.1	3' - 0" x 7' - 0"	B	GLASS/ALUM	PREFINISHED	SEE ELEV	ALUM	PREFINISHED	1/A901, 5/A901	2/A901, 6/A901		-	07	MATCH EXISTING FRAMING
ST2.1	3' - 0" x 7' - 0"	EXISTING	HM	PAINT	EXISTING	HM	PAINT	-	-		-	07	REPLACE PANEL, EXISTING FRAME TO REMAIN
ST3.1	3' - 0" x 7' - 0"	EXISTING	HM	PAINT	EXISTING	HM	PAINT	-	-		-	07	REPLACE PANEL, EXISTING FRAME TO REMAIN
ST3.2	3' - 0" x 7' - 0"	EXISTING	HM	EXISTING	EXISTING	HM	EXISTING	-	-		-	25	NOT IN PROJECT SCOPE
ST4.1	3' - 0" x 7' - 0"	EXISTING	HM	EXISTING	EXISTING	HM	EXISTING	-	-		-	25	NOT IN PROJECT SCOPE

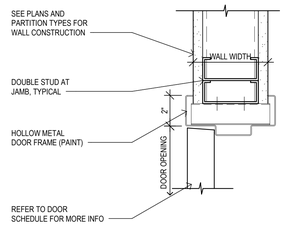
NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DOOR AND FRAME SIZES IN THE FIELD. SIZES SHOWN ON THIS SCHEDULE ARE FOR REFERENCE ONLY AND HAVE NOT BEEN FIELD VERIFIED

GENERAL DOOR SCHEDULE NOTES:

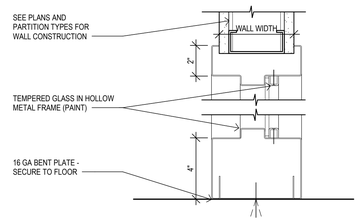
1. ALL DOOR SIZES INDICATED ARE NOMINAL.
2. PROVIDE TEMPERED GLASS WHERE REQUIRED BY CODE.
3. HOLLOW METAL DOORS AND FRAMES TO BE PAINTED AS SCHEDULED.
4. NO THRESHOLD CALL-OUT INDICATES FLOOR FINISH TO BE CONTINUOUS THROUGH DOOR OPENING.
5. REFER TO SHEET A901 FOR TYPICAL DOOR DETAILS.
6. REFER TO SHEET A801 FOR TYPICAL TRANSITION AND THRESHOLD DETAILS.
7. REFER TO HARDWARE SET DOCUMENTS FOR DOOR HARDWARE INFORMATION.



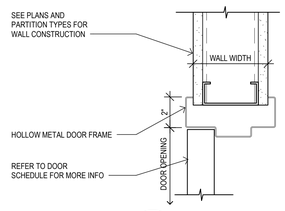
8 A901 JAMB DETAIL
SCALE: 3" = 1'-0"



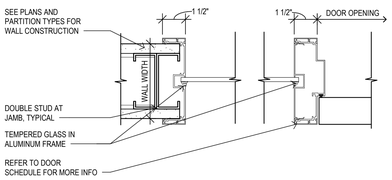
4 A901 JAMB DETAIL
SCALE: 3" = 1'-0"



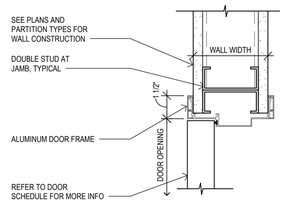
7 A901 HEAD/SILL DETAIL
SCALE: 3" = 1'-0"



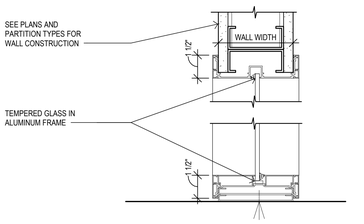
3 A901 HEAD DETAIL
SCALE: 3" = 1'-0"



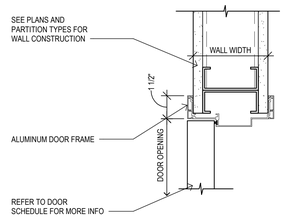
6 A901 JAMB DETAIL
SCALE: 3" = 1'-0"



2 A901 JAMB DETAIL
SCALE: 3" = 1'-0"

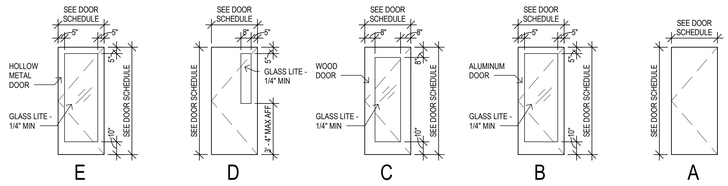


5 A901 HEAD/SILL DETAIL
SCALE: 3" = 1'-0"

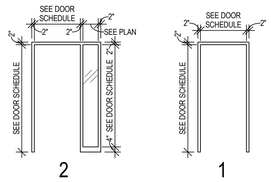


1 A901 HEAD DETAIL
SCALE: 3" = 1'-0"

DOOR TYPES



FRAME TYPES



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DOOR SCHEDULE

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SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Mechanical and electrified door hardware
2. Electronic access control system components

B. Section excludes:

1. Windows
2. Cabinets (casework), including locks in cabinets
3. Signage
4. Toilet accessories
5. Overhead doors

C. Related Sections:

1. Division 01 "General Requirements" sections for Allowances, Alternates, Owner Furnished Contractor Installed, Project Management and Coordination.
2. Division 06 Section "Rough Carpentry"
3. Division 06 Section "Finish Carpentry"
4. Division 07 Section "Joint Sealants" for sealant requirements applicable to threshold installation specified in this section.
5. Division 08 Sections:
   a. "Metal Doors and Frames"
   b. "Flush Wood Doors"
   c. "Stile and Rail Wood Doors"
   d. "Interior Aluminum Doors and Frames"
   e. "Aluminum-Framed Entrances and Storefronts"
   f. "Stainless Steel Doors and Frames"
   g. "Special Function Doors"
   h. "Entrances"
6. Division 26 "Electrical" sections for connections to electrical power system and for low-voltage wiring.
7. Division 28 "Electronic Safety and Security" sections for coordination with other components of electronic access control system and fire alarm system.

1.02 REFERENCES

A. UL LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

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1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties
3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

1.03 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.
2. Prior to forwarding submittal:
   a. Review drawings and Sections from related trades to verify compatibility with specified hardware.
   b. Highlight, encircle, or otherwise specifically identify on submittals: deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.

B. Action Submittals:

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
   a. Wiring Diagrams: For power, signal, and control wiring and including:
      1) Details of interface of electrified door hardware and building safety and security systems.
      2) Schematic diagram of systems that interface with electrified door hardware.
      3) Point-to-point wiring.
      4) Risers.

3. Samples for Verification: If requested by Architect, submit production sample of requested door hardware unit in finish indicated and tagged with full description for coordination with schedule.
   a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

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4. Door Hardware Schedule:
   a. Submit concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work critical in Project construction schedule.
   b. Submit under direct supervision of a Door Hardware Institute (DHI) certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI.
   c. Indicate complete designations of each item required for each opening, include:
      1) Door Index: door number, heading number, and Architect's hardware set number.
      2) Quantity, type, style, function, size, and finish of each hardware item.
      3) Name and manufacturer of each item.
      4) Fastenings and other pertinent information.
      5) Location of each hardware set cross-referenced to indications on Drawings.
      6) Explanation of all abbreviations, symbols, and codes contained in schedule.
      7) Mounting locations for hardware.
      8) Door and frame sizes and materials.
      9) Degree of door swing and handing.
      10) Operational Description of openings with electrified hardware covering egress, ingress (access), and fire/smoke alarm connections.

5. Key Schedule:
   a. After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled.
   b. Use ANSI/BHMA A156.28 "Recommended Practices for Keying Systems" as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
   c. Provide 3 copies of keying schedule for review prepared and detailed in accordance with referenced DHI publication. Include schematic keying diagram and index each key to unique door designations.
   d. Index keying schedule by door number, keyset, hardware heading number, cross keying instructions, and special key stamping instructions.
   e. Provide one complete bitting list of key cuts and one key system schematic illustrating system usage and expansion. Forward bitting list, key cuts and key system schematic directly to Owner, by means as directed by Owner.
   f. Prepare key schedule by or under supervision of supplier, detailing Owner's final keying instructions for locks.

C. Informational Submittals:

1. Provide Qualification Data for Supplier, Installer and Architectural Hardware Consultant.
2. Provide Product Data:
   a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.
   b. Include warranties for specified door hardware.

D. Closeout Submittals:

1. Operations and Maintenance Data: Provide in accordance with Division 01 and include:
   a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
   b. Catalog pages for each product.
   c. Final approved hardware schedule edited to reflect conditions as installed.

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d. Final keying schedule
e. Copy of warranties including appropriate reference numbers for manufacturers to identify project.
f. As-installed wiring diagrams for each opening connected to power, both low voltage and 110 volts.

E. Inspection and Testing:

1. Submit written reports to the Owner and Authority Having Jurisdiction (AHJ) of the results of functional testing and inspection for:
   a. Fire door assemblies, in compliance with NFPA 80.
   b. Required egress door assemblies, in compliance with NFPA 101.

1.04 QUALITY ASSURANCE

A. Qualifications and Responsibilities:

1. Supplier: Recognized architectural hardware supplier with a minimum of 5 years documented experience supplying both mechanical and electromechanical door hardware similar in quantity, type, and quality to that indicated for this Project. Supplier to be recognized as a factory direct distributor by the manufacturer of the primary materials with a warehousing facility in the Project's vicinity. Supplier to have on staff, a certified Architectural Hardware Consultant (AHC) or Door Hardware Consultant (DHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.
2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.
3. Architectural Hardware Consultant: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:
   a. For door hardware: DHI certified AHC or DHC.
   b. Can provide installation and technical data to Architect and other related subcontractors.
   c. Can inspect and verify components are in working order upon completion of installation.
   d. Capable of producing wiring diagram and coordinating installation of electrified hardware with Architect and electrical engineers.

4. Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

B. Certifications:

1. Fire-Rated Door Openings:
   a. Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction.
   b. Provide only items of door hardware that are listed products tested by UL LLC, Intertek Testing Services, or other testing and inspecting organizations acceptable to authorities having jurisdiction for use on types and sizes of doors indicated, based on testing at positive pressure and according to NFPA 252 or UL 10C and in compliance with requirements of fire-rated door and door frame labels.

2. Smoke and Draft Control Door Assemblies:

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a. Provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105
b. Comply with the maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at tested pressure differential of 0.3-inch wg (75 Pa) of water.

3. Electrified Door Hardware
   a. Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.

4. Accessibility Requirements:
   a. Comply with governing accessibility regulations cited in "REFERENCES" article 087100, 1.02.D3 herein for door hardware on doors in an accessible route. This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.

C. Pre-Installation Meetings

1. Keying Conference
   a. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
      1) Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
      2) Preliminary key system schematic diagram.
      3) Requirements for key control system.
      4) Requirements for access control.
      5) Address for delivery of keys.

2. Pre-installation Conference
   a. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   b. Inspect and discuss preparatory work performed by other trades.
   c. Inspect and discuss electrical roughing-in for electrified door hardware.
   d. Review sequence of operation for each type of electrified door hardware.
   e. Review required testing, inspecting, and certifying procedures.
   f. Review questions or concerns related to proper installation and adjustment of door hardware.

3. Electrified Hardware Coordination Conference:
   a. Prior to ordering electrified hardware, schedule and hold meeting to coordinate door hardware with security, electrical, doors and frames, and other related suppliers.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping

B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package. Deliver each article of hardware in manufacturer's original packaging.

C. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.

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D. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

E. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

F. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.06 COORDINATION

A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete.

B. Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

D. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

1.07 WARRANTY

A. Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within published warranty period.

1. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.
2. Warranty Period: Beginning from date of Substantial Completion, for durations indicated in manufacturer's published listings.
    a. Mechanical Warranty
        1) Locks
            a) Schlage L Series: 10 years
            b) Schlage ND Series: 10 years
            c) Schlage ALX Series: 10 years
        2) Exit Devices
            a) Von Duprin: 10 years
        3) Closers
            a) LCN 4000 Series: 30 years
            b) LCN 4050 Series: 25 years
        4) Automatic Operators
            a) LCN: 2 years
    b. Electrical Warranty
        1) Locks
            a) Schlage: 3 years
        2) Exit Devices
            a) Von Duprin: 3 years
        3) Closers

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a) LCN: 2 years

1.08 MAINTENANCE

A. Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

B. Turn over unused materials to Owner for maintenance purposes.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Approval of alternate manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category are only to be considered by official substitution request in accordance with section 01 25 00.

B. Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.

C. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

A. Fabrication

1. Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. provide screws according to manufacturer’s recognized installation standards for application intended.
2. Finish exposed screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
3. Provide concealed fasteners wherever possible for hardware units exposed when door is closed. Coordinate with “Metal Doors and Frames”, “Flush Wood Doors”, “Stile and Rail Wood Doors” to ensure proper reinforcements. Advise the Architect where visible fasteners, such as thru bolts, are required.

B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.

1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

C. Cable and Connectors:

1. Where scheduled in the hardware sets, provide each item of electrified hardware and wire harnesses with number and gage of wires enough to accommodate electric function of specified hardware.

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2. Provide Molex connectors that plug directly into connectors from harnesses, electric locking and power transfer devices.
3. Provide through-door wire harness for each electrified locking device installed in a door and wire harness for each electrified hinge, electrified continuous hinge, electrified pivot, and electric power transfer for connection to power supplies.

2.03 HINGES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
   a. Ives 5BB series

2. Acceptable Manufacturers and Products:
   a. McKinney TB series
   b. Best FBB series

B. Requirements:

1. Provide hinges conforming to ANSI/BHMA A156.1.
2. Provide five knuckle, ball bearing hinges.
3. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
   a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high
   b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high

4. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:
   a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

5. 2 inches or thicker doors:
   a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

6. Adjust hinge width for door, frame, and wall conditions to allow proper degree of opening.
7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
   a. Steel Hinges: Steel pins
   b. Non-Ferrous Hinges: Stainless steel pins
   c. Out-Swinging Exterior Doors: Non-removable pins
   d. Out-Swinging Interior Lockable Doors: Non-removable pins
   e. Interior Non-lockable Doors: Non-rising pins

9. Provide hinges with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to electrified locking component. Provide mortar guard for each electrified hinge specified.

2.04 CONTINUOUS HINGES

A. Manufacturers:

1. Scheduled Manufacturer:

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a. Ives

2. Acceptable Manufacturers:
   a. Select
   b. Best

B. Requirements:

1. Provide aluminum geared continuous hinges conforming to ANSI/BHMA A156.26, Grade 1.
2. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum.
3. Provide split nylon bearings at each hinge knuckle for quiet, smooth, self-lubricating operation.
4. Provide hinges capable of supporting door weights up to 450 pounds, and successfully tested for 1,500,000 cycles.
5. On fire-rated doors, provide aluminum geared continuous hinges classified for use on rated doors by testing agency acceptable to authority having jurisdiction.
6. Provide aluminum geared continuous hinges with electrified option scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware.
7. Provide hinges 1 inch (25 mm) shorter in length than nominal height of door, unless otherwise noted or door details require shorter length and with symmetrical hole pattern.

2.05 FLUSH BOLTS

A. Manufacturers:

1. Scheduled Manufacturer:
   a. Ives

2. Acceptable Manufacturers:
   a. Burns
   b. Rockwood
   c. DCI

B. Requirements:

1. Provide automatic, constant latching, and manual flush bolts with forged bronze or stainless-steel face plates, extruded brass levers, and with wrought brass guides and strikes. Provide 12 inch (305 mm) steel or brass rods at doors up to 90 inches (2286 mm) in height. For doors over 90 inches (2286 mm) in height increase top rods by 6 inches (152 mm) for each additional 6 inches (152 mm) of door height. Provide dust-proof strikes at each bottom flush bolt.

2.06 CYLINDRICAL LOCKS – GRADE 1

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
   a. Schlage ND series

2. Acceptable Manufacturers and Products:

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a. Sargent 11-Line
b. Corbin-Russwin CL3100 series

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
2. Indicators: Where specified, provide escutcheon with lock status indicator window on top of lockset rose:
   a. Escutcheon height (including rose) 6.05 inches high by 3.68 inches wide.
   b. Indicator window measuring a minimum 3.52-inch by .60 inch with 1.92 square-inches of front facing viewing area and 180-degree visibility with a total of .236 square-inches of total viewable area.
   c. Provide snap-in serviceable window to prevent tampering. Lock must function if indicator is compromised.
   d. Provide messages color-coded with full text and symbol, as scheduled, for easy visibility.
   e. Unlocked and Unoccupied message will display on white background, and Locked and Occupied message will display on red background.
3. Cylinders: Refer to "KEYING" article, herein.
4. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
5. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
6. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.
7. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
8. Provide electrified options as scheduled in the hardware sets.
9. Lever Trim: Solid cast levers without plastic inserts and wrought roses on both sides.
   a. Vandlgard: Provide levers with vandal resistant technology for use at heavy traffic or abusive applications.
   b. Lever Design: <INSERT LEVER DESIGN>.

2.07 CYLINDRICAL LOCKS – GRADE 1

A. Manufacturers and Products

1. Scheduled Manufacturer:
   a. Schlage PC series

2. Acceptable Manufacturers and Products:
   a. Best 9K series Sargent 11-Line
   b. Corbin-Russwin CL3100 series

B. Requirements:

1. Provide cylindrical locks conforming to ANSI/BHMA A156.2 Series 4000, Grade 1, and UL Listed for 3-hour fire doors.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide locks with standard 2-3/4 inches (70 mm) backset, unless noted otherwise, with 1/2-inch latch throw. Provide proper latch throw for UL listing at pairs.
4. Provide locksets with separate anti-rotation thru-bolts, and no exposed screws.
5. Provide independently operating levers with two external return spring cassettes mounted under roses to prevent lever sag.

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6. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
7. Lever Trim: Pressure case zinc levers and wrought brass or zinc roses, plated to match product finish specification.
   a. Provide levers that return to within 1/2 inch (13 mm) of door face where required by code.
   b. Lever Design: as specified in hardware set

8. To order configured with Request to Exit(RX), specify RX under special options. Available only PC10, PC80

2.08 EXIT DEVICES

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
   a. Von Duprin 78/75A series

2. Acceptable Manufacturers and Products:
   a. Precision 2100 Series
   b. Dormakaba 9000 Series

B. Requirements

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware with manufacturer's approved strikes.
2. Cylinders: Refer to "KEYING" article, herein.
3. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements. No plastic inserts are allowed in touchpads.
4. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect. Touchpad must extend a minimum of one half of door width.
5. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
6. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
7. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
8. Provide electrified options as scheduled.
9. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
10. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.09 CYLINDERS

A. Manufacturers:

1. Scheduled Manufacturer and Product:
   a. <INSERT EXISTING KEY SYSTEM>

2. Acceptable Manufacturers and Products:

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B. Requirements:

1. Provide cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.

2.10 KEY CONTROL SYSTEM

A. Manufacturers:

1. Scheduled Manufacturer:
   a. Telkee

2. Acceptable Manufacturers:
   a. HPC
   b. Lund

B. Requirements:

1. Provide key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of number of locks required for Project.
   a. Provide complete cross index system set up by hardware supplier, and place keys on markers and hooks in cabinet as determined by final key schedule.
   b. Provide hinged-panel type cabinet for wall mounting.

2.11 DOOR CLOSERS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
   a. LCN 4050A series

2. Acceptable Manufacturers and Products:
   a. Norton 7500 series
   b. Sargent 351 series

B. Requirements:

1. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. ISO 9000 certify closers. Stamp units with date of manufacture code.
2. Provide door closers with fully hydraulic, full rack and pinion action with cast aluminum cylinder.
3. Closer Body: 1-1/2-inch (38 mm) diameter with 11/16-inch (17 mm) diameter heat-treated pinion journal and full complement bearings.
4. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and all weather requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
5. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.

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6. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and back check.
7. Pressure Relief Valve (PRV) Technology: Not permitted.
8. Provide stick on templates, special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.12 ELECTROMECHANICAL AUTOMATIC OPERATORS

A. Manufacturers and Products:

1. Scheduled Manufacturer and Product:
   a. LCN Senior Swing 9500IQ Surface Mounted and 2800IQ Concealed Series

2. Acceptable Manufacturers and Products:
   a. Motion Access Condor
   b. Horton S4100LE
   c. Stanley Access Technologies M-Force

B. Requirements:

1. Electro-mechanical, handed low energy automatic operator, as defined by ANSI/BHMA standard A156.19.
   a. Automatic operator shall be capable of operating and controlling up to a 600-pound (272.15 kg) door, 48 inches (1219 mm) in wi
   b. Operator shall be activated via push button, push plate, switch-activated, manual or field-programmable manual/electric power with power assist and push and go opening capabilities compliant with ANSI A156.19.
   c. Calibration cycle: Operator will automatically configure a default for the user-adjustable features by determining the physical aspects of the door and opening area.
   d. Operator shall include individual connections for both fire / breakaway and blow open / hold open functionality, in addition to a short-term battery backup for proper functionality during power loss.

2. Surface-applied mounting: On surface of door frame/wall, mounted above top of door.
   a. Provide base mounting plate and mounting brackets allowing for simplified hook-and-cleat type of installation.
   b. Provide drop plates, brackets, cast arms, and adapters for arms as required to suit details.
   c. Tamper-resistant “Off/Auto/Hold-Open” switch to be provided on the device.
   d. Provide motion sensors and/or actuator switches, and receivers for operation as specified.
   e. Provide weather-resistant actuators at exterior applications.
   f. Provide key switches recommended and approved by manufacturer of automatic operator as required for function as described in operation description of hardware sets. Cylinders: Refer to "KEYING" article, herein.
   g. Provide complete assemblies of controls, switches, power supplies, relays, and parts/material recommended and approved by manufacturer of automatic operator for each individual leaf.
   h. Actuators control both doors simultaneously [9550IQ] or independently [9560IQ] at pairs.
   i. Sequence operation of exterior and vestibule doors with automatic operators to allow ingress or egress through both sets of openings as directed by Architect.

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j. Locate actuators, key switches, and other controls as directed by Architect.

3. Overhead concealed mounting: Integrated into frame system, mounted 1/8” above top of door.
   a. Provide mounting header allowing for bottom loaded installation for easy access to controls.
   b. Provide forged steel arm and slide track for top of door
   c. Provide brackets and adapters for arms as required to suit details.
   d. Provide motion sensors and/or actuator switches, and receivers for operation as specified.
   e. Provide weather-resistant actuators at exterior applications.
   f. Provide key switches recommended and approved by manufacturer of automatic operator as required for function as described in operation description of hardware sets. Cylinders: Refer to "KEYING" article, herein.
   g. Provide complete assemblies of controls, switches, power supplies, relays, and parts/material recommended and approved by manufacturer of automatic operator for each individual leaf.
   h. Actuators control both doors simultaneously [2850] or independently [2860] at pairs.
   i. Sequence operation of exterior and vestibule doors with automatic operators to allow ingress or egress through both sets of openings as directed by Architect.
   j. Locate actuators, key switches, and other controls as directed by Architect.
   k. Where operating a center pivoted inswinging door serving as a means of egress, provide breakaway switch to allow door to swing outward and automatically reset when returned to the closed position.

4. Finish of exposed headers: Anodized aluminum, dark bronze anodized, or anodized black – as specified in hardware sets.

2.13 DOOR TRIM

A. Manufacturers:

1. Scheduled Manufacturer:
   a. Ives

2. Acceptable Manufacturers:
   a. Elmes
   b. Rockwood

B. Requirements:

1. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

2.14 PROTECTION PLATES

A. Manufacturers:

1. Scheduled Manufacturer:
   a. Ives

2. Acceptable Manufacturers:
   a. Burns

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b. Rockwood

B. Requirements:

1. Provide protection plates with a minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
2. Sizes plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards.
3. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.15 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS

A. Manufacturers:

1. Scheduled Manufacturers:
   a. Glynn-Johnson

2. Acceptable Manufacturers:
   a. Rixson
   b. Sargent
   c. ABH

B. Requirements:

1. Provide overhead stop at any door where conditions do not allow for a wall stop or floor stop presents tripping hazard.

2.16 DOOR STOPS AND HOLDERS

A. Manufacturers:

1. Scheduled Manufacturer:
   a. Ives

2. Acceptable Manufacturers:
   a. Burns
   b. Rockwood

B. Provide door stops at each door leaf:

1. Provide wall stops wherever possible. Provide concave type where lockset has a push button of thumbturn.
2. Where a wall stop cannot be used, provide universal floor stops.
3. Where wall or floor stop cannot be used, provide overhead stop.
4. Provide roller bumper where doors open into each other and overhead stop cannot be used.

2.17 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

A. Scheduled Manufacturer:

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1. Zero International

B. Acceptable Manufacturers:

1. National Guard
2. Reese
3. Pemko
4. Legacy

C. Seals and Gasketing: Provide continuous gasketing on exterior openings, to the head and jambs, forming a continuous seal between the door and the frame. Provide smoke, light, or sound gasketing on interior doors where indicated.

1. Provide self-tapping fasteners for aluminum extruded gasketing being applied to hollow metal frames.
   a. Provide non-corrosive fasteners for all exterior applications.
   b. Provide security fasteners where indicated.

2. Provide neoprene, EPDM, silicone, or nylon brush inserts as specified in hardware sets. Provide non brush inserts of solid or sponge cell, as specified in hardware sets. Vinyl inserts are not allowed except where specified in hardware sets.

D. Smoke Labeled Gasketing: At all smoke labeled openings, provide smoke listed perimeter gasketing assemblies complying with NFPA 105 listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for smoke control ratings indicated based on testing according to UL 1784.

E. Fire Listed Gasketing: Assemblies complying with NFPA 80 that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction for fire ratings indicated based on testing according to UL-10C.

1. Where frame-applied intumescent seals are required by the manufacturer, provide gaskets that comply with UL10C Standard for Positive Pressure Fire Tests of Door Assemblies and UBC 7-2, Fire Tests of Door Assemblies.

F. Sound-Rated Gasketing: Provide acoustic gasketing to meet Sound Transmission Class (STC) rating required.

G. Meeting-Stile Gasketing: Provide meeting-stile gasketing that fastens to the meeting stiles forming a continuous seal when doors are closed.

H. Door Sweeps or Shoes: Apply to the bottom of the door to close the gap between the door bottom and finished floor or saddle threshold.

1. Provide solid neoprene, EPDM, silicone, or nylon brush type of seal as specified in hardware sets. Vinyl inserts are not allowed except where specified in hardware sets.

I. Automatic Door Bottoms:

1. Provide closed cell sponge, bulb neoprene. or EPDM type of seal as specified in hardware sets.
2. Door bottom to be mortised, semi mortised, or surface mount as with a minimum thickness as specified in hardware sets.

J. Rain Drips:

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1. Provide overhead rain drips for out-swinging hollow metal doors that are not covered against 45 degree blowing rain. Aluminum extrusion to be a minimum of .088 inches thick and extend 2.50 inches from the face of the frame, in anodized finish to match door.
2. Door sweeps or shoes with integral rain drip must meet ADA requirements

K. Thresholds: Provide threshold units not less than 4 inches wide, formed to accommodate change in floor elevation where indicated, and fabricated to accommodate door hardware and fit door frames.

1. Threshold extrusion to be a minimum thickness as specified in hardware sets.

2.18 FINISHES

A. FINISH: BHMA 626/652 (US26D); EXCEPT:

1. Hinges at Exterior Doors: BHMA 630 (US32D)
2. Aluminum Geared Continuous Hinges: BHMA 628 (US28)
3. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)
4. Protection Plates: BHMA 630 (US32D)
5. Overhead Stops and Holders: BHMA 630 (US32D)
6. Door Closers: Powder Coat to Match
7. Wall Stops: BHMA 630 (US32D)
8. Latch Protectors: BHMA 630 (US32D)
9. Weatherstripping: Clear Anodized Aluminum
10. Thresholds: Mill Finish Aluminum

B. FINISH: BHMA 643E/716 (US11); EXCEPT:

1. Door Closers: Powder Coat to Match.
2. Weatherstripping: Dark Bronze Anodized Aluminum.
3. Thresholds: Extruded Architectural Bronze, Oil-Rubbed

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation.

B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

C. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

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A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
4. Installation Guide for Doors and Hardware: DHI TDH-007-20

B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.

C. Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.

D. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

E. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

F. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

G. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.

H. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated.

I. Lock Cylinders:

1. Install construction cores to secure building and areas during construction period.
2. Replace construction cores with permanent cores as indicated in keying section.
3. Furnish permanent cores to Owner for installation.

J. Wiring: Coordinate with Division 26, ELECTRICAL and Division 28 ELECTRONIC SAFETY AND SECURITY sections for:

1. Conduit, junction boxes and wire pulls.
2. Connections to and from power supplies to electrified hardware.
3. Connections to fire/smoke alarm system and smoke evacuation system.
4. Connection of wire to door position switches and wire runs to central room or area, as directed by Architect.
5. Connections to panel interface modules, controllers, and gateways.
6. Testing and labeling wires with Architect's opening number.

K. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

L. Continuous Hinges: Re-locate the door and frame fire rating labels where they will remain visible so that the hinge does not cover the label once installed.

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M. Door Closers & Auto Operators: Mount closers/operators on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers/operators so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

N. Overhead Stops/Holders: Mount overhead stops/holders on room side of corridor doors, inside of exterior doors, and stair side of stairway doors.

O. Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings or in equipment room, or alternate location as directed by Architect.

P. Thresholds:

1. Set thresholds in full bed of sealant complying with requirements specified in Division 07 Section "Joint Sealants."
2. Aluminum thresholds to be cut-in, and scribed around mullions, frame members, and stops. Do not butt to thresholds. Provide a continuous surface across full width of opening from jamb to jamb.
3. Where aluminum panic-type (rabbeted) thresholds with neoprene inserts are specified, undercut doors as required to properly mate with seal in threshold.

Q. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.

R. Perimeter Gasketing:

1. Apply to head and jamb, forming seal between door and frame.
2. Install gasketing in a manner eliminating need to cut any seal to install surface mounted hardware. Install compatible mounting bracket for surface mounted hardware unless minimum 1/4 inch thick solid aluminum seals are provided for mounting of surface applied hardware.

S. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

T. Door Bottoms and Sweeps: Apply to bottom of door, forming seal with threshold when door is closed.

3.03 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Spring Hinges: Adjust to achieve positive latching when door can close freely from an open position of 30 degrees.
2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

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B. Occupancy Adjustment: Approximately three to six months after date of Substantial Completion, examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors and door hardware.

3.04 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items per manufacturer's instructions to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.05 DOOR HARDWARE SCHEDULE

A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.

C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets:

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154782 OPT0494369 Version 1

Legend:
Link to catalog cut sheet
Electrified Opening

Hardware Group No. 01

For use on Door #(s):
100.1

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER			FINISH	MFR
2	EA	CONT. HINGE	112XY			710	IVE
1	EA	PANIC HARDWARE	CD-7847-EO			643E	VON
1	EA	PANIC HARDWARE	CD-7847-NL-OP-110MD			643E	VON
2	EA	MORTISE CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM			626	
1	EA	RIM CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM			626	
2	EA	90 DEG OFFSET PULL	8190EZHD 10" O			643E/716	IVE
2	EA	OH STOP	100S			643E/716	GLY
1	EA	SURFACE CLOSER	4050A EDA(PUSH SIDE)			695	LCN
1	EA	SURF. AUTO OPERATOR	9531IQ COV RSA			ANDKB	LCN
2	EA	ACTUATOR, WALL MOUNT	8310-853T			630	LCN
1	EA	GASKETING/SEALS	BY DOOR/FRAME MANUFACTURER				B/O
2	EA	DOOR SWEEP	39A			A	ZER
1	EA	THRESHOLD	655A			A	ZER

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Hardware Group No. 02

For use on Door #(s):
100.2

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	112XY		710	IVE
1	EA	PANIC HARDWARE	CD-7847-EO		643E	VON
1	EA	PANIC HARDWARE	CD-7847-NL-OP-110MD		643E	VON
1	EA	MORTISE CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
1	EA	RIM CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
2	EA	90 DEG OFFSET PULL	8190EZHD 10" O		643E/716	IVE
2	EA	OH STOP	100S		643E/716	GLY
1	EA	SURFACE CLOSER	4050A EDA(PUSH SIDE)		695	LCN
1	EA	SURF. AUTO OPERATOR	9531IQ COV RSA		ANDKB	LCN
2	EA	ACTUATOR, WALL MOUNT	8310-853T		630	LCN
1	EA	GASKETING/SEALS	BY DOOR/FRAME MANUFACTURER			B/O

Hardware Group No. 03

For use on Door #(s):
113.2

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	626	IVE
1	EA	CLASSROOM LOCK	PC70LD RHO	626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM	626	SCH
1	EA	SURFACE CLOSER	4050A SHCUSH (PULL SIDE)	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	GASKETING	488SBK PSA	BK	ZER

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Hardware Group No. 04

For use on Door #(s):
113A

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	CLASSROOM LOCK	PC70LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	OH STOP	100S		689	GLY
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 05

For use on Door #(s):
113.1

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	CLASSROOM LOCK	PC70LD RHO		626	SCH
1	EA	OH STOP	100S		689	GLY
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 06

For use on Door #(s):
115 116

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PRIVACY LOCK W/ OUTSIDE INDICATOR	ND40S RHO OS-LOC		626	SCH
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 06A

For use on Door #(s):
109

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PRIVACY LOCK W/ OUTSIDE INDICATOR	ND40S RHO OS-LOC		626	SCH
1	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 07

For use on Door #(s):
ST1.1 ST2.1 ST3.1

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	112XY		628	IVE
1	EA	FIRE EXIT HARDWARE	78-L-F-06		626	VON
1	EA	RIM CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
1	EA	OH STOP	100S		689	GLY
1	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
1	EA	GASKETING/SEALS	BY DOOR/FRAME MANUFACTURER			B/O

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Hardware Group No. 08

For use on Door #(s):
117 121.1 121.5

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PANIC HARDWARE	CD-7847-L-06		626	VON
1	EA	PANIC HARDWARE	CD-7847-L-BE-06		626	VON
2	EA	MORTISE CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
1	EA	RIM CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
2	EA	OH STOP	100S		689	GLY
2	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 08A

For use on Door #(s):
121.2 121.4

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PANIC HARDWARE	CD-7847-L-06		626	VON
1	EA	PANIC HARDWARE	CD-7847-L-BE-06		626	VON
2	EA	MORTISE CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
1	EA	RIM CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		626	
2	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
2	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 09

For use on Door #(s):
119 122

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	STOREROOM	PC80LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 10

For use on Door #(s):
105.2 123.1

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	CLASSROOM LOCK	PC70LD RHO		626	SCH
1	EA	OH STOP	100S		689	GLY
1	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 11

For use on Door #(s):
126

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	AUTO FLUSH BOLT	FB41P		630	IVE
1	EA	DUST PROOF STRIKE	DP2		626	IVE
1	EA	STOREROOM	PC80LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
2	EA	OH STOP	100S		689	GLY
2	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 12

For use on Door #(s):
123.2

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	AUTO FLUSH BOLT	FB41P		630	IVE
1	EA	DUST PROOF STRIKE	DP2		626	IVE
1	EA	CLASSROOM LOCK	PC70LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
2	EA	OH STOP	100S		689	GLY
2	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 13

For use on Door #(s):
125A 125B

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PANIC HARDWARE	CD-78-L-06		626	VON
1	EA	OH STOP	100S		689	GLY
1	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 14

For use on Door #(s):
105A 125C 125D

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PASSAGE LOCK	PC10S RHO		626	SCH
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 15

For use on Door #(s):
110

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	112XY		710	IVE
1	EA	DEADLATCH W/PADDLE	4510 X 4590		335	ADA
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	PUSH/PULL BAR	9190HD-12"-NO		695	IVE
1	EA	SURFACE CLOSER	4050A EDA(PUSH SIDE)		695	LCN
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING/SEALS	BY DOOR/FRAME MANUFACTURER			B/O

Hardware Group No. 16

For use on Door #(s):
110A 121A

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	STOREROOM	PC80LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	SURFACE CLOSER	4050A EDA (PUSH SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 17

For use on Door #(s):
110B

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	AUTO FLUSH BOLT	FB41P		630	IVE
1	EA	DUST PROOF STRIKE	DP2		626	IVE
1	EA	PASSAGE LOCK	PC10S RHO		626	SCH
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
2	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 18

For use on Door #(s):
104 105.1 105B 105C

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	ENTRANCE/OFFICE LOCK	PC50LD RHO		626	SCH
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 19

For use on Door #(s):
107

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	STOREROOM	PC80LD RHO		626	SCH
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	SURFACE CLOSER	4050A SCUSH (PUSH SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 20

For use on Door #(s):
106 108

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		626	IVE
1	EA	PUSH PLATE	8200 6" X 16"		630	IVE
1	EA	PULL PLATE	8302 8" 6" X 16"		630	IVE
1	EA	SURFACE CLOSER	4050A RW/PA (PULL SIDE)		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

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Hardware Group No. 22

For use on Door #(s):
111

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	112XY		710	IVE
1	EA	PANIC HARDWARE	CD-78-L-06		643E	VON
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH
1	EA	MORTISE CYLINDER/PERMANENT CORE	MATCH OWNER'S EXISTING SYSTEM		643e	
1	EA	SURF. AUTO OPERATOR	9531IQ COV RSA		ANDK B	LCN
2	EA	ACTUATOR, WALL MOUNT	8310-853T		630	LCN
1	EA	WALL STOP	WS33/WS33X		626	IVE
1	EA	GASKETING/SEALS	BY DOOR/FRAME MANUFACTURER			B/O

Hardware Group No. 24

For use on Door #(s):
118.2

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	EXISTING LOCKSET/PANIC HARDWARE	TO REMAIN			B/O
1	EA	CORE	MATCH OWNER'S EXISTING SYSTEM		626	SCH

Hardware Group No. 25

For use on Door #(s):
103 118.1 124.2 ST3.2 ST4.1

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	EXISTING LOCKSET/PANIC HARDWARE	TO REMAIN		B/O

END OF SECTION

© 2026 Neumann / Smith Architecture



Plan View

Scale - 1" = 8ft

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
[103] Computer Room	+	60.9 fc	86.0 fc	34.3 fc	2.5:1	1.8:1
[104] Multi-Purpose	+	31.4 fc	62.5 fc	18.3 fc	3.4:1	1.7:1
[110] Fitness	+	67.5 fc	87.3 fc	33.6 fc	2.6:1	2.0:1
[112] Circulation	+	52.3 fc	86.0 fc	14.3 fc	6.0:1	3.7:1
[115] Restroom	+	25.4 fc	44.8 fc	14.1 fc	3.2:1	1.8:1
[116] Restroom	+	26.2 fc	45.3 fc	15.9 fc	2.8:1	1.6:1
[117] Cafe/Lounge	+	31.6 fc	47.9 fc	17.4 fc	2.8:1	1.8:1
[118] Circulation	+	16.6 fc	31.8 fc	7.0 fc	4.5:1	2.4:1
[119] Circulation	+	15.2 fc	26.1 fc	7.6 fc	3.4:1	2.0:1
[120] Med Equip	+	16.5 fc	28.8 fc	12.1 fc	2.4:1	1.4:1
[121] Gymnasium	+	91.6 fc	111.2 fc	55.6 fc	2.0:1	1.6:1
[121] Gymnasium Hall	+	22.8 fc	41.7 fc	10.4 fc	4.0:1	2.2:1
[122] Storage	+	13.9 fc	21.1 fc	9.3 fc	2.3:1	1.5:1
[123] Cardio	+	41.8 fc	67.8 fc	17.9 fc	3.8:1	2.3:1
[125] Multi-Purpose A & B	+	107.1 fc	163.0 fc	42.9 fc	3.8:1	2.5:1

Schedule

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	LLF	Wattage
◯	LT-01	30	Lithonia Lighting	LDN6 40/15 LO6WR	6IN LDN, 4000K, 1500LM, WHITE, CRI 90	1389	0.78	17.52
|	LT-02 ALT 6'	3	FINELITE, INC.	HP-X-ID-6ft-B-V-840-TG-F	HPX 6' Suspended Linear, Direct/Indirect	10	1.38	51.6
|	LT-02 ALT 14'	8	FINELITE, INC.	HP-X-ID-14ft-B-V-840-TG-F	HPX 14' Suspended Linear, Direct/Indirect	10	0.81	206.4
—	LT-03	2	Lithonia Lighting	FMVCSLS 36IN 40K	3ft LED CONTEMPORARY VANITY SQUARE SWITCHABLE, 4000K	2554	0.9	31.9
□	LT-04 ALT	32	Lithonia Lighting	CPX3P 2X2 ALO7HE @4000LM SWW7 @4000K	CPX3P 2X2 ALO7HE SWW7 UVOLT 4000K High Lumen Option	4243	0.9	30.5
|	LT-06	14	Lithonia Lighting	BLWP4 40L SDSM LP940	BLWP 4ft 4000 Nominal Lumens, Square Smooth lens, 4000K CCT, 90CRI	3435	0.9	34.54
◯	LT-07	20	Lithonia Lighting	JCBL 36000LM ACFR ACRFGL 40K 80CRI	JCBL, 36,000 Lumens, Acrylic Frosted Reflector, 4000K Color Temperature, 80 Color Rendering Index,Flat prismatic lens	32461	0.9	249

General Note

1. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 2' - 6"
3. REFLECTANCES 70/40/20

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

Alternates Note

THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Ordering Note

FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Drawing Note

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Mounting Height Note

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

BIRMINGHAM NEXT
PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
KS
Date
06/18/2026
Scale
Not to Scale
Drawing No.
#26-59950_V2

LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.

CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.
Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment.
Two combination ½" 3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 #14s, 4 #12. No 12 AWG conductors, rated for 90°C.
Accommodates 12"-24" joist spacing.
Passive cooling thermal management for 25°C standard, high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.
Max ceiling thickness 1-1/2".

OPTICS — LEDs are binned to a 3-step MacAdam Ellipse; 80 CRI minimum. 90 CRI optional.
LED light source concealed with diffusing optical lens.
General illumination lighting with 13 LS/MI and 55° cutoff to source and source image.
Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.

Controls (Optional) —
• Luminaire is equipped with interface for nLight® AIR, allowing it to communicate over an nLight network, for seamless, multi-location and multi-building control of lighting and other building systems. Each nLight AIR enabled sensor, power packs, or WallPods using CAT-5 cabling to create an nLight Control Zone. Link Control Zone to a Gateway directly or via a Bridge for remote status monitoring and control using SensorView software.
• Luminaire can be equipped with interface for nLight® AC, allowing it to communicate over the wireless nLight control platform. Can be paired to other luminaires and wall switches through CLAIRITY+, a mobile app, which allows individual fixture control.

UGR — UGR is zero for fixtures aimed at nadir with a cut-off equal to or less than 60 deg, per CIE 117-1996 Discomfort Glare in Interior Lighting.

ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available.
0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.

LUMEN MAINTENANCE — 70% lumen maintenance at 60,000 hours. L70/60,000 hours

LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. Drivers are RoHS compliant

GOVERNMENT PROCUREMENT — BAA – Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed.
Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Catalog Number	
Notes	
Type	

LDN6 STATIC WHITE

6" Open and Wallwash LED
Non-IC
New Construction Downlight





Open Trim



Wallwash Trim

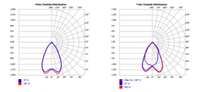
PERFORMANCE DATA

LDN6 3500K AR LSS 80CRI

Nominal Lumens	Lumens	Wattage	Lm/W
500	527.9	5.8	90.5
750	758.1	8.9	85.1
1000	950.1	10.4	91.0
1500	1514	17.5	86.4
2000	2006	22.5	89.1
2500	2304	28.3	88.6
3000	3021	34.8	86.9
4000	4008	44.3	90.6
5000	4975	57.7	86.3

Notes
• Tested in accordance with IESNA LM-79-08.
• Tested to current IES and NEMA standards under stabilized laboratory conditions.
• CRI: 80 typical.

DISTRIBUTIONS

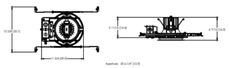


Open

Wallwash

DIMENSIONS

LDN6 500-3000 Lumens

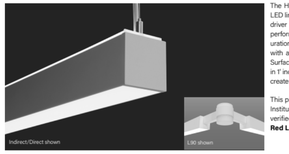


See page 4 for other fixture dimensions

Submitted by:		Date:
Type:	Project:	
Ordering Info:		

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount



Signal White is standard finish

The High Performance 2.5" Aperture (HPX) is a patented LED linear luminaire with a square micro profile and internal driver design. This line of light luminaire delivers excellent performance, and is equipped with a unique LED configuration for superior illumination. Output can be enhanced with advanced optical options. Available in Pendant and Surface Mount, HPX can be tailored from 2' to 12' sections in 1' increments. HPX Pendants includes Knuckle options to create unique geometric shapes.

This product is enrolled in the International Living Future Institute (ILFI) Declare 2.0 Program and is third-party verified with options achieving **Red List Approved** and **Red List Declared** status.

CROSS SECTIONS

Indirect/Direct
Top Glow Diffuser (standard)



Flush Downlight Diffuser (standard)

Direct



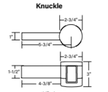
Flush Downlight Diffuser (standard)

Surface Mount



Flush Downlight Diffuser (standard)

Knuckle



120° shown

STANDARD KNUCKLES *

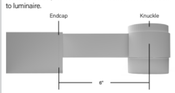




* Each arm field adjustable 10° in either direction for 20° total range of motion.

KNUCKLES WITH ENDCAP

Add 1/4" Endcap to measurement from center of Knuckle to luminaire.



A brand of legrand
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LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

INTENDED USE
Provides an LED lighting platform to deliver general or task lighting for residential and light commercial applications. Light engine delivers long life and excellent color to ensure a quality, low-maintenance light installation. Ideal for use in bathrooms, lavatories, hallways, corridors, stairways, utility areas and more.

CONSTRUCTION
The Contemporary Square Vanity is constructed of a polycarbonate diffuser with housings available in either a brushed nickel, bronze, or chrome finish. The included canopy/junction box cover is removable for a more low-profile look (2'-4' lengths only). The white diffuser provides even illumination and softens the appearance of the LEDs for improved aesthetics.

OPTICS
The FMVCSL5 Contemporary Square Vanity has an integrated switch to select 3000K, 3500K or 4000K color temperature at the time of installation.

7 delivers 750 lumens, 2' delivers 1550 lumens, 3' delivers 2350 lumens, and 4' delivers 2960 lumens at 3000K CCT with 50,000 hours of life. See table below for delivered lumens at the different CCT color switch settings.

Extruded polycarbonate diffuser is of highly transmissive material to minimize LED image and provides high-angle brightness control.

ELECTRICAL
Long-life LEDs, coupled with a multivolt and dual-dimmable capable driver, provide extended service life. Standard input = 9.5 watts, (T). 18 watts, (2'). 27 watts, (3'). 36 watts, (4'). Fixture is rated to deliver L70 performance at 50,000 hours and operates at 120-277 volts.
This fixture is dimmable by either triac or 0-10V dimming. Use with approved triac or 0-10v dimmer only.

LISTINGS
UL Listed to US and Canadian safety standards. Listed for damp locations. Can be used to comply with California Title 24 Part 6. Meets High Efficacy LED Light Source Requirements.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Catalog Number	
Notes	
Type	

Decorative Indoor

Contemporary Square Vanity with Switchable White Color Temperature

VANITY LED





SPECIFICATIONS	1FT	2FT	3FT	4FT
Length	12-9/16 (320)	21-7/16 (545)	33-1/4 (845)	45-7/16 (1145)
Weight	1.55 LBS	2.55 LBS	2.55 (1.16)	3.15 (1.43)
3000K Lumens (LPW)	750 (79)	1550 (87)	2350 (88)	2960 (84)
3500K Lumens (LPW)	815 (86)	1725 (99)	2550 (98)	3240 (94)
4000K Lumens (LPW)	830 (87)	1740 (96)	2560 (93)	3200 (89)

All dimensions are inches (millimeters) unless otherwise indicated. Weights are pounds (kilograms).

ORDERING INFORMATION Example: FMVCSL5 24IN MVOLT 30K35K40K 90CRI BZ

Series	Length	Voltage	Color temperature	CRI	Finish
FMVCSL5 Contemporary Square Vanity	12IN[1] 7" Nominal 24IN 2' Nominal 36IN 3' Nominal 48IN[1] 4' Nominal	MVOLT (120V-277V)	30K35K40K	90CRI >90	BN Brushed Nickel CR Chrome BZ Bronze

Notes
1 Not available in KR (Chrome) finish.
2 Not available in BZ (Bronze) finish.

LITHONIA LIGHTING

DIGITAL NAVIGATION
Ordering Tree | Performance Data | Dimensions

FEATURES & SPECIFICATIONS

INTENDED USE — The CPX3P offers a modern twist on the traditional LED flat panel, featuring a distinctive three-panel light design that enhances visual appeal while maintaining uniform illumination. The CPX3P delivers excellent optical uniformity, high efficacy, and a clean, contemporary appearance while leveraging the proven reliability of the CPX family. Selectable lumen output and color temperature options provide flexibility across a wide range of applications and help reduce SKU count, installation, and inventory management.

CONSTRUCTION — The CPX3P is constructed with a steel backplate and a reinforced frame designed to support a three-panel optical assembly. The integrated optical system promotes an edge-to-edge, fully luminous aesthetic while improving visual comfort.

ELECTRICAL — Long-life, high-efficiency LEDs deliver excellent lumen maintenance with L80 at 60,000 hours. The CPX3P includes a high-quality driver offering 0–10V dimming down to 10%. The driver includes 2kV surge protection. Integrated, easily accessible switches allow for field selection of lumen output and color temperature during installation. Suitable for use in standard 120–347V applications.

INSTALLATION — With a slim 2.2 inch-profile and lightweight construction, the CPX3P is designed for recessed mounting in standard 15/16-inch and 9/16-inch T-grid ceiling systems. The luminaire may also be installed in hard ceilings using our drywall grid adapter, surface-mounted with our surface-mount kits, or suspended using our aircraft cable kits. Suitable for damp location and plenum use. Ideal for both new construction and renovation projects.

LISTINGS — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP54 Rated. DesignLights Consortium® (DLC) qualified product.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

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Catalog Number	
Notes	
Type	

CPX3P

2' x 2' and 2' x 4'



Switchable Lumens

5X 5 YEARS

ORDERING INFORMATION Example: CPX3P 2X4 ALO8HE SWW7 UVOLT M2

Series	Fixture Dimension	Nominal Lumen Output	Color Temperature	Voltage	Mastercase Quantity	Options
CPX3P LED Panel	2X2 2' X 2' 2X4 2' X 4'	ALO7HE Switchable Lumens 2500LM, 3200LM, 4000LM ALO8HE Switchable Lumens 4000LM, 5000LM, 6000LM	SWW7 Switchable White 3500K, 4000K, 5000K	UVOLT 120-347VAC MVOLT[1] 120-277V	(Blank) When Including Option M4 Master Pack Quantity 4 M2 Master Pack Quantity 2	(Blank) No Option E10WCP[2] 10W Emergency Back Up PIR1835E6 6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit. PIR1835E6FT 6' pre-wire, 3/8" diameter, 18 gauge, 1 circuit w/ low voltage

**See Performance Table below for delivered lumen output

2-Option Value Ordering Restrictions	
Option value	**Restriction**
E10WCP	Not available for Master Pack. Must be ordered as single fixtures. Not available with UVOLT.
PIR1835E6, PIR1835E6FT	Not available for Master Pack. Must be ordered as single fixtures. Not available with UVOLT.
MVOLT	Can only be ordered with E10WCP

Looking for Contractor Select-readily available configurations? Click here to visit Contractor Select™ or scan, download or go to www.acuitybrands.com

CPX3P Configurations available on Contractor Select:
CPX3P 2X2 ALO7HE SWW7 UVOLT M4
CPX3P 2X4 ALO8HE SWW7 UVOLT M2

LITHONIA LIGHTING

DIGITAL NAVIGATION
Ordering Tree | nLight Platform | Sensor Switch JOT | Photometrics | Performance Data

FEATURES & SPECIFICATIONS

INTENDED USE — The BLWP LED Wrap' Wall bracket expands the BLT family with the features and aesthetics of the popular BLT and BLTR center basket design with a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLWP the perfect choice for many lighting applications including schools, offices, stairwells and other commercial spaces. With multiple mounting options, easy installation, and controls configuration, the BLWP is an excellent choice for renovation and new construction.

CONSTRUCTION — BLWP enclosure components are die-formed for dimensional consistency. For 2' and 4' product, hinged door frame allows easy access to electrical components and mounting locations without having to remove additional parts. For 8' product, suspension aircraft cables allow easy access to electrical components and mounting locations without having to remove additional parts. Available in three paint finishes: white (pre-paint), painted after fabrication white, and natural aluminum. Diffusers are extruded from impact modified acrylic for increased durability. Optional polycarbonate lens available for additional impact resistance, as well as Tamper Proof screws.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Five diffuser choices available - curved and square designs with ribbed, a smooth frosted finish, and a smooth polycarbonate finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and qualityof illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Replaces 2 lamp fluorescent.

Configurable BLWP. Available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >100 LPW and can be specified via the Lumen Package designations in the Ordering Information on page 2.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Lumen Management: Unique lumen management system (option NDD) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.
Driver disconnect provided where required to comply with US and Canadian codes.

CONTROLS — **Standalone Embedded Controls** — BLWP is available with (wired or wireless) standalone embedded controls by SensorSwitch. A wired SensorSwitch or wireless SensorSwitch AIR (sensor and/or control device) can be embedded within this luminaire.

Networked Embedded Controls — BLWP is available with (wired or wireless) networked embedded controls by nLight®, addressing requirements of Luminaire Level Lighting Controls (L(LC).
A wired nLight or wireless nLight AIR (sensor and/or control device) can be embedded within this luminaire.

INSTALLATION — Intended for surface or suspend-mounting. For row-mounting and quick-mounting to junction boxes see accessories section. Suitable for damp location.

LISTINGS — CSA Certified to meet U.S. and Canadian standards.
DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

GOVERNMENT PROCUREMENT — BAA – Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
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Specifications subject to change without notice.

Catalog Number	
Notes	
Type	

Low Profile LED Wraparound

BLWP

2', 4' and 8' Lengths

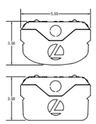


Specifications

2' Dimensions
Length: 24 (60.96)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)

4' Dimensions
Length: 48 (121.92)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)

8' Dimensions
Length: 96 (243.84)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)



All dimensions are inches (centimeters) unless otherwise specified.

Capable Luminaire
This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning when used with Acuity Brands controls products.
All configurations of this luminaire are calibrated and tested to meet the Acuity Brands' specifications for chromatic consistency – including color rendering, color fidelity, and color temperature tolerance around standard CIE chromaticity coordinates.
To learn more about Acuity A+ standards, specifications, and testing visit www.acuitybrands.com/aplus.

design select
Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

LITHONIA LIGHTING

FEATURES & SPECIFICATIONS

INTENDED USE — The Lithonia Lighting JCBL LED Highbay is the affordable LED solution for users who prefer a luminaire with the look and feel of a round form factor. Gymnasiums, warehouses, packaging facilities and other industrial applications all benefit from JCBL's highly efficient design that saves over traditional sources. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.** Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.
Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION — JCBL features an aluminum heat sink to maximize heat dissipation and extend the life of the luminaire by maximizing contact with the LEDs. A glass optical enclosure (IP65 rated) protects the LEDS from dust and other air contaminants. Reflective options including aluminum, prismatic acrylic and polycarbonate drop together and easily mount to the heatsink for quick installation.

OPTICS — Reflector and lens options provide maximum versatility and uniformity. Conical, flat or acrylic drop lenses offer enhanced aesthetics, minimize glare at lower mounting heights when paired with acrylic reflectors.

ELECTRICAL — Utilizes 95°C case temperature for maximum life at high temperatures. Less than 20% THD and PF >90. Luminaire Surge Protection Level: Designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 with MVOLT. Luminaire Surge Protection Level: Designed to withstand up to 10kV/5kA per ANSI C82.77-5-2015 with HVOLT. Input voltages include 120-277, 347/480 without the use of a step down transformer. 0-10V dimming standard for a dimming range of 100% to 10%. Suitable for 50/60Hz.

WIRELESS NETWORKING — Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software.
Integrated Smart Sensor (nLight AIR Wireless Platform): The rSBOR sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or dual technology occupancy sensor. It pairs to other Luminaires and wall switches through our mobile app, CLAIRITY PRO, which allows for simple sensor adjustment.

INSTALLATION — Mounting options include steel hook & cord or 3/4" NPT threaded hub to accommodate stem or cast hook options.

LISTINGS — UL1598/CSA C22 .2 250, Damp location listed. Suitable for use in ambient temperatures from -40°C up to 35°C.
DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Catalog Number	
Notes	
Type	

LED Damp Rated High Bay

JCBL

9000, 12000, 15000, 18000, 24000, 30000 or 36000 lumens



Capable Luminaire
This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.
• All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
• This luminaire is part of an A+ Certified solution for nLight® control networks marked by a shaded background*
To learn more about A+, visit www.acuitybrands.com/aplus.
*See ordering tree for details

General Note
1. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 2' - 6"
3. REFLECTANCES 70/40/20

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

Alternates Note
THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

BIRMINGHAM NEXT
PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

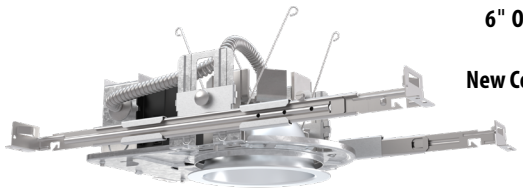
Designer KS
Date 06/18/2026
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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	LT01

LDN6 STATIC WHITE

6" Open and Wallwash LED
Non-IC
New Construction Downlight





Open Trim



Wallwash Trim

FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.

CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.

Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment.

Two combination ½"-3/4" and four ½" knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.

Accommodates 12"-24" joist spacing.

Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.

Max ceiling thickness 1-1/2".

OPTICS — LEDs are binned to a 3-step MacAdam Ellipse; 80 CRI minimum. 90 CRI optional.

LED light source concealed with diffusing optical lens.

General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image.

Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.

Controls (Optional) —

• Luminaire can be equipped with interface for nLight wired, allowing it to communicate over an nLight network. Couple with nLight-enabled sensors, power packs, or WallPods using CAT-5 cabling to create an nLight Control Zone. Link Control Zone to a Gateway directly or via a Bridge for remote status monitoring and control using SensorView software.

• Luminaire can be equipped with interface for nLight Air, allowing it to communicate over the wireless nLight control platform. Can be paired to other luminaires and wall switches through CLAIRITY+, a mobile app, which allows individual fixture control.

UGR — UGR is zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg, per CIE 117-1996 Discomfort Glare in Interior Lighting.

ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available.

0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.

LUMEN MAINTENANCE — 70% lumen maintenance at 60,000 hours. L70/60,000 hours

LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. Drivers are RoHS compliant

GOVERNMENT PROCUREMENT — BAA – Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

PERFORMANCE DATA

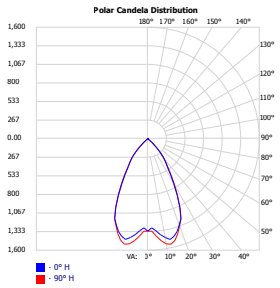
LDN6 3500K AR LSS 80CRI			
Nominal Lumens	**Lumens**	**Wattage**	**Lm/W**
500	527.9	5.8	90.5
750	758.1	8.9	85.1
1000	950.1	10.4	91.0
1500	1514	17.5	86.4
2000	2006	22.5	89.1
2500	2504	28.3	88.6
3000	3021	34.8	86.9
4000	4008	44.3	90.6
5000	4975	57.7	86.3

Notes

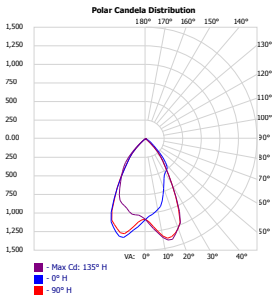
• Tested in accordance with IESNA LM-79-08.
• Tested to current IES and NEMA standards under stabilized laboratory conditions.
• CRI: 80 typical.

battery pack

DISTRIBUTIONS



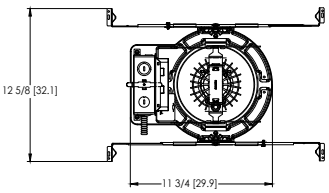
Open

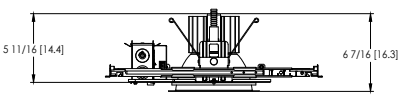


Wallwash

DIMENSIONS

LDN6 500-3000 Lumens





Aperture: Ø 6-1/4" [15.9]
Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged
Overlap Trim: Ø 7-1/2" [19.1]

See page 4 for other fixture dimensions

Design Select options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: LDN6 35/15 LO6 AR LSS MVOLT EZ10

LDN6							
Series	**Color temperature**	**Lumens ‡**	**Trim Style**	**Trim Color**	**Trim Finish**	**Flange Color ‡**	**Voltage**
LDN6 6" round	27/ 2700K	05 500 lumens	LO6 Downlight	AR Clear	LSS Semi-specular	TRW White painted flange	MVOLT Multi-volt
	30/ 3000K	07 750 lumens	LW6 Wallwash	WR ‡ White	LD Matte diffuse	TRBL Black painted flange	120 120V
	35/ 3500K	10 1000 lumens		BR ‡ Black	LS Specular	FCPC Custom painted flange only	277 277V
	40/ 4000K	15 1500 lumens		TCPC ‡ Custom painted trim		FRALTBD RAL painted flange only	347 ‡ 347V
	50/ 5000K	20 2000 lumens		TRALTBD ‡ RAL painted trim			
		25 2500 lumens					
		30 3000 lumens					
		40 4000 lumens					
		50 5000 lumens					

Driver	**Emergency ‡**	**Control Input ‡**	**Options**
GZ10 0-10V driver dims to 10%	(blank) No Emergency Needed	(blank) No Control Input Needed	HAO ‡ High ambient option (40°C)
GZ1 0-10V driver dims to 1%	EL Battery pack (10W constant power), non-T20 compliant, integral test switch	SSAIR Wireless standalone embedded control by SensorSwitch	CP ‡ Chicago Plenum
D10 Minimum dimming 10% driver for use with SSAIR	ELR Battery pack (10W constant power), non-T20 compliant, remote test switch	NPP16D nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1).	RRL___ RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature. Available only in RRLA, RRLB, RRLAE, and RRLC12S.
D1 Minimum dimming 1% driver for use with SSAIR	ELSD Self-diagnostic battery pack (10W constant power), non-T20 compliant, integral test switch	NPP16DER nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1). ER controls fixtures on emergency circuit.	BAA Buy America(n) Act and/or Build America Buy America Qualified
EZ1 0-10V eldoLED driver with smooth and flicker-free deep dimming performance down to 1%	ELRSD Self-diagnostic battery pack (10W constant power), non-T20 compliant, remote test switch	NPS80EZ nLight® dimming pack controls 0-10V eldoLED drivers (EZ1).	90CRI High CRI (90+)
EDAB eldoLED DALI SOLDRIVE dim to dark	E10WCP Battery pack (10W constant power), T20 compliant, integral test switch	NPS80EZER nLight® dimming pack controls 0-10V eldoLED drivers (EZ1). ER controls fixtures on emergency circuit.	SF ‡ Single fuse
	E10WCPR Battery pack (10W constant power), T20 compliant, remote test switch	N80 nLight™ Lumen Compensation	
	E10WRSTAR Emergency battery pack, 10W with remote test switch and Iota STAR technology	NLTAIR2 nLight® Air enabled	
		NLTAIRER2 nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options	
		NLTAIREM2 nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. Available with battery pack options.	

‡ Option Value Ordering Restrictions

Option value	Restriction
Lumens	Overall height varies based on lumen package; refer to dimensional chart.
WR, BR	Not available with finishes.
347	Not available with emergency options.
SF	Must specify voltage 120V or 277V.
TRW, TRBL	Available with clear (AR) reflector only.
EL, ELR, ELSD, ELRSD, E10WCP, E10WCPR	12.5" of plenum depth or top access required for battery pack maintenance.
NPP16D, NPP16DER, NPS80EZ, NPS80EZER	Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed. See UL 924 Sequence of Operation table.
N80	Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZ ER. Only available with EZ1 drivers.
NLTAIR, NLTAIR2, NLTAIRER2, NLTAIREM2	Not available with CP, NPS80EZ, NPS80EZER, NPP16D, NPP16DER or N80 options. Not recommended for metal ceiling installations.
HAO	Fixture height is 6.5" for all lumen packages with HAO.
CP	Must specify voltage for 3000lm and above. 5000lm with marked spacing 24 L x 24 W x 14 H. Not available with emergency battery pack option.
JOT	Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installation. Not for use with emergency backup power systems other than battery packs.
Reloc® Options	Refer to RRL specification sheet on acuitybrands.com for further details.
RRLAE	Commercial fixtures should disconnect the TSPL before unplugging the RRL so it does not go into discharge mode.
RRLC12S	RRLC12S option is to be used with the OnePass OCU, OCS, OD, OFC and OD for 0-24V integrated single-circuit or 0-10V low voltage controls applications. Not available with integral dimming sensors.
TRALTBD, FRALTBD	RALTBD for pricing only. Replace with applicable RAL number and finish when ready to order. See the RAL BROCHURE for available color options. Not available with TCPC or FCPC
TCPC, FCPC	CPC options for pricing only. Custom color chip needs to be sent in to your Customer Resolution specialist before order can be processed. Click HERE for more details. Not available with TRAL or FRAL
E10WRSTAR	Not available with wet location, EC1, EC6, QDS, CP, 347V, NPS80EZ ER, NLTAIRER2, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/SSAIR. Top access installation or 17.5" plenum clearance required for roomside installation. Not available with integral test switch

Accessories: *Order as separate catalog number.*

EAC ISSM 375	Compact interruptible emergency AC power system	SCA6	Sloped Ceiling Adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D
EAC ISSM 125	Compact interruptible emergency AC power system		
GRA68 JZ	Oversized trim ring with 8" outside diameter		

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

(Maximum order quantity for design select lead times is 112.)

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Emergency Battery Pack Options - Field Installable

Battery Model Number	Wattage	Runtime (Minutes)	Lumen Output* @ 120 Lumens/Watt	Other
ILB CP07 2H A	7W	120	840	Storm Shelter / 2 Hour Runtime
ILB CP10 A	10W	90	1200	
ILBLP CP10 HE SD A+	10W	90	1200	Title 20, Self Diagnostic
ILBLP CP15 HE SD A+	15W	90	1800	Title 20, Self Diagnostic
ILB CP20 HE A	20W	90	2400	Title 20
ILB CP20 HE SD A	20W	90	2400	Title 20, Self Diagnostic
ILBHI CP10 HE SD A+	10W	90	1200	347-480V AC Input, Title 20, Self Diagnostic
ILBHI CP15 HE SD A+	15W	90	1800	347-480V AC Input, Title 20, Self Diagnostic

All the above are UL Listed products that are certified for field install external/remote to the fixture.
*Minimum delivered lumen output to assist in product selection for increased fixture mounting height.
The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.
Please contact us at techsupport@iotaengineering.com for any Emergency Battery related questions.

COMPATIBLE 0-10V WALL-MOUNT DIMMERS		
MANUFACTURER	PART NO.	POWER BOOSTER AVAILABLE
Lutron®	Diva® DVTV	
	Diva® DVSCTV	
	Nova T® NTFTV	
	Nova® NFTV	
Leviton®	AWSMT-7DW	CN100
	AWSMG-7DW	PE300
	AMRMG-7DW	
	Leviton Centura Fluorescent Control System	
	IllumaTech® IP7 Series	
Synergy®	ISD BC	RDMFC
	SLD LPCS	
	Digital Equinox (DEQ BC)	
Douglas Lighting Controls	WPC-5721	
Entertainment Technology	Tap Glide TG600FAM120 (120V)	
	Tap Glide Heatsink TGH1500FAM120 (120V)	
	Oasis 0A2000FAMU	
Honeywell	EL7315A1019	EL7305A1010 (optional)
	EL7315A1009	
HUNT Dimming	Preset slide: PS-010-IV and PS-010-WH	
	Preset slide: PS-010-3W-IV and PS-010-3W-WH	
	Preset slide, controls FD-010: PS-IFC-010-IV and PS-IFC-010-WH-120/277V	
	Preset slide, controls FD-010: PS-IFC-010-3W-IV and PS-IFC-010-3W-WH-120/277V	
	Remote mounted unit: FD-010	
Lehigh Electronic Products	Solitaire	PBX
PDM Electrical Products	WPC-5721	
Starfield Controls	TR61 with DALI interface port	RT03 DALInet Router
WattStopper®	LS-4 used with LCD-101 and LCD-103	

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provided consistent color appearance and out-of-the-box control capability with simple commissioning when used with Acuity Brands controls products.

All configurations of this luminaire are calibrated and tested meet the Acuity Brands' specification for chromatic consistency - including color rendering, color fidelity and color temperature tolerance around standard CIE chromaticity coordinates.

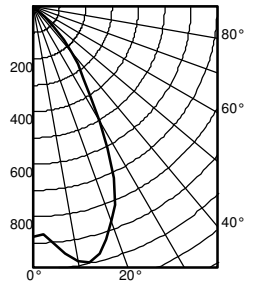
To learn more about A+, visit www.acuitybrands.com/aplus.

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PHOTOMETRY

Distribution Curve | **Distribution Data** | **Output Data** | **Illuminance Data at 30" Above Floor for a Single Luminaire**

LDN6 35/10 LO6AR, input watts: 10.44, delivered lumens: 987.10, LM/W = 94.54, spacing criterion at 0= 1.02, test no. ISF 30716P262.



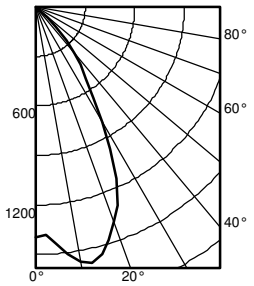
	Ave	Lumens
0	876	
5	905	89
15	971	269
25	720	322
35	330	214
45	110	87
55	1	4
65	1	1
75	0	0
85	0	0
90	0	

Zone	Lumens	% Lamp
0° - 30°	680.7	69.0
0° - 40°	895.0	90.7
0° - 60°	986.0	99.9
0° - 90°	987.0	100.0
90° - 120°	0.0	0.0
90° - 130°	0.0	0.0
90° - 150°	0.0	0.0
90° - 180°	0.0	0.0
0° - 180°	987.0	*100.0

*Efficiency

		50% beam - 54.5°		10% beam - 82.2°	
Mounting Height	Inital FC Center Beam	Diameter	FC	Diameter	FC
8.0	29.0	5.7	14.5	9.6	2.9
10.0	15.6	7.7	7.8	13.1	1.6
12.0	9.7	9.8	4.9	16.6	1.0
14.0	6.6	11.8	3.3	20.1	0.7
16.0	4.8	13.9	2.4	23.6	0.5

LDN6 35/15 LO6AR, input watts: 17.52, delivered lumens: 1572.9, LM/W = 89.77, spacing criterion at 0= 1.02, test no. ISF 30716P265.



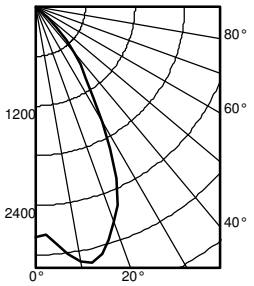
	Ave	Lumens
0	1396	
5	1442	142
15	1547	429
25	1147	514
35	526	342
45	176	139
55	2	6
65	1	1
75	1	1
85	0	0
90	0	

Zone	Lumens	% Lamp
0° - 30°	1084.6	69.0
0° - 40°	1426.2	90.7
0° - 60°	1571.3	99.9
0° - 90°	1572.9	100.0
90° - 120°	0.0	0.0
90° - 130°	0.0	0.0
90° - 150°	0.0	0.0
90° - 180°	0.0	0.0
0° - 180°	1572.9	*100.0

*Efficiency

		50% beam - 54.5°		10% beam - 82.2°	
Mounting Height	Inital FC Center Beam	Diameter	FC	Diameter	FC
8.0	46.2	5.7	23.1	9.6	4.6
10.0	24.8	7.7	12.4	13.1	2.5
12.0	15.5	9.8	7.7	16.6	1.5
14.0	10.6	11.8	5.3	20.1	1.1
16.0	7.7	13.9	3.8	23.6	0.8

LDN6 35/30 LO6AR, input watts: 34.75, delivered lumens: 3138.5, LM/W = 90.31, spacing criterion at 0= 1.02, test no. ISF 30716P274.



	Ave	Lumens
0	2786	
5	2877	284
15	3087	855
25	2289	1025
35	1049	682
45	350	277
55	5	12
65	2	2
75	1	1
85	0	0
90	0	

Zone	Lumens	% Lamp
0° - 30°	2164.3	69.0
0° - 40°	2845.9	90.7
0° - 60°	3135.3	99.9
0° - 90°	3138.5	100.0
90° - 120°	0.0	0.0
90° - 130°	0.0	0.0
90° - 150°	0.0	0.0
90° - 180°	0.0	0.0
0° - 180°	3138.5	*100.0

*Efficiency

		50% beam - 54.5°		10% beam - 82.2°	
Mounting Height	Inital FC Center Beam	Diameter	FC	Diameter	FC
8.0	92.1	5.7	46.1	9.6	9.2
10.0	49.5	7.7	24.8	13.1	5.0
12.0	30.9	9.8	15.4	16.6	3.1
14.0	21.1	11.8	10.5	20.1	2.1
16.0	15.3	13.9	7.6	23.6	1.5

HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE

Use the formula below to estimate the delivered lumens in emergency mode

Delivered Lumens = 1.25 x P x LPW

P = Ouput power of emergency driver. P = 10W

LPW = Lumen per watt rating of the luminaire. This information is available on the ABL luminaire spec sheet.

The LPW rating is also available at Designlight Consortium.

LUMEN OUTPUT MULTIPLIERS - FINISH			
	Clear (AR)	**White (WR)**	**Black (BR)**
Specular (LS)	1.0	N/A	N/A
Semi-specular (LSS)	0.950	N/A	N/A
Matte diffuse (LD)	0.85	N/A	N/A
Painted	N/A	0.87	0.73

LUMEN OUTPUT MULTIPLIERS - CRI	
80	1.0
90	0.874

LUMEN OUTPUT MULTIPLIERS - CCT					
	2700K	**3000K**	**3500K**	**4000K**	**5000K**
80CRI	0.950	0.966	1.000	1.025	1.101

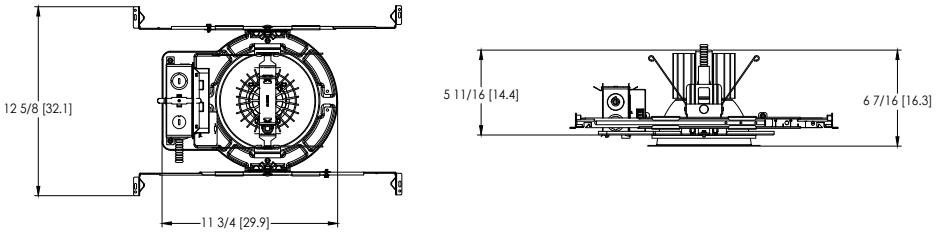
Notes

- Tested in accordance with IESNA LM-79-08.
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 80 typical.

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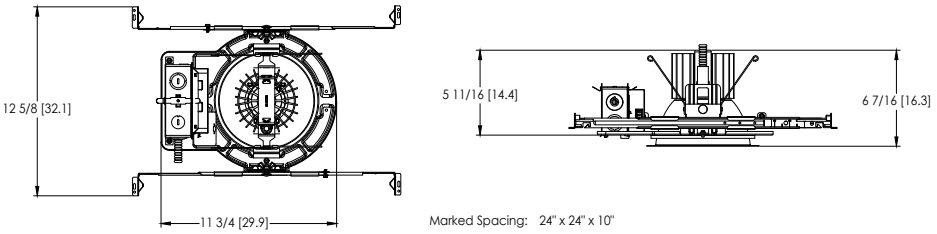
* All dimensions are inches (centimeters) unless otherwise noted.

LDN6 500-3000 Lumens



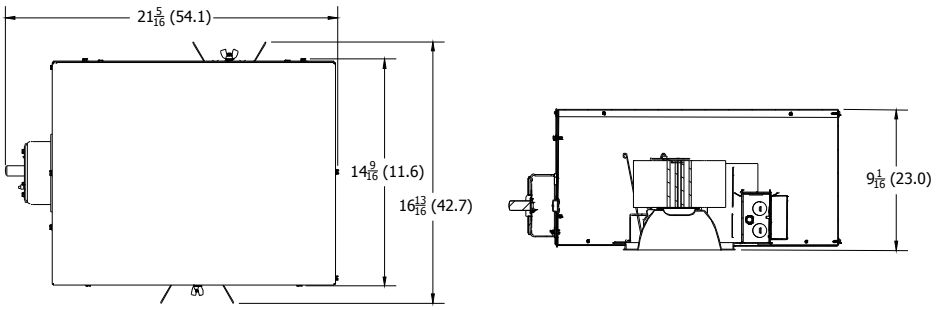
Aperture: Ø 6-1/4" [15.9]
Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged
Overlap Trim: Ø 7-1/2" [19.1]

LDN6 4000-5000 Lumens



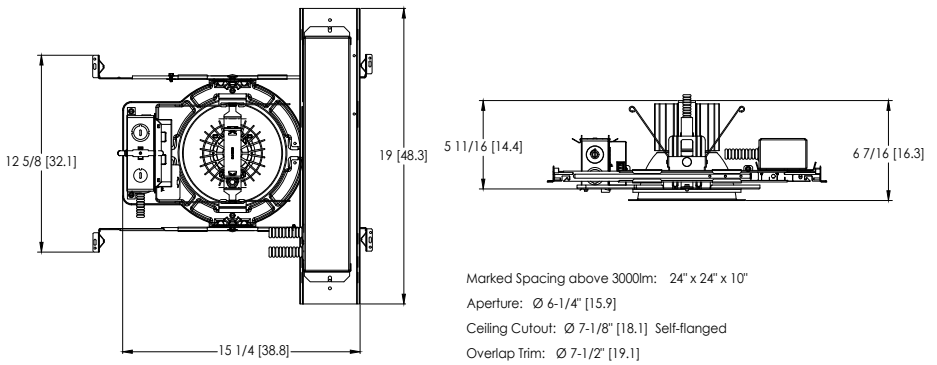
Marked Spacing: 24" x 24" x 10"
Aperture: Ø 6-1/4" [15.9]
Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged
Overlap Trim: Ø 7-1/2" [19.1]

LDN6 CP



Aperture: 6-1/4 (15.9)
Ceiling Opening: 7-1/8 (18.1)
Overlap Trim: 7-1/2 (19.1)

LDN6 EL



Marked Spacing above 3000lm: 24" x 24" x 10"
Aperture: Ø 6-1/4" [15.9]
Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged
Overlap Trim: Ø 7-1/2" [19.1]

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sensorswitch

Performance You Can Count On

SensorSwitch™ offers standalone wired and wireless lighting controls solutions designed for room-based applications. Our products offer reliable performance and ease of installation.

Sensorswitch.com

Wireless Embedded Controls



1. Install the luminaires with embedded controls
2. Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
3. Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.



SensorSwitch
WSXA SSA

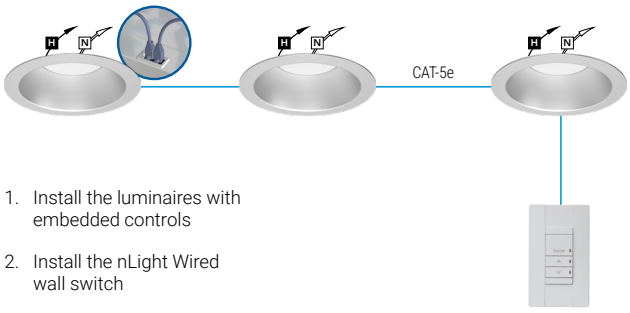
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Single Lighting Controls Platform for Indoor & Outdoor Spaces

nLight® is your networked lighting controls platform, for indoor and outdoor applications, providing wired or wireless options. Scaling from room to campus-wide applications, it is the one platform that grows with your business today and tomorrow; to seamlessly address energy cost optimization, building code compliance, improved occupant comfort, and much more. nLight also interfaces with DALI®, BACnet®, DMX and additional third-party devices.

nLightcontrols.com

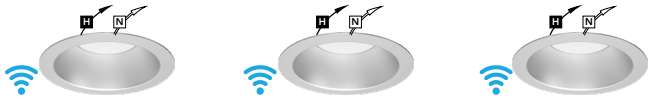
Wired Embedded Controls



nLight nPODMA DX

1. Install the luminaires with embedded controls
2. Install the nLight Wired wall switch
3. Connect the luminaires using standard CAT-5e cables and the controls devices will automatically discover each other and work (plug and play)

Wireless Embedded Controls





nLight rPODBA 2P DX



Mobile Device

1. Install the luminaires with embedded controls
2. Install the nLight AIR battery-powered wall switch
3. Use CL**AIR**ITY+ mobile app to pair the fixtures with the wall switch and if desired, customize the sensor settings

UL924 Sequence of Operation

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount



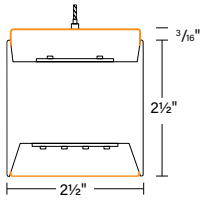
The High Performance 2.5" Aperture (HPX) is a patented LED linear luminaire with a square micro profile and internal driver design. This line of light luminaire delivers excellent performance, and is equipped with a unique LED configuration for superior illumination. Output can be enhanced with advanced optical options. Available in Pendant and Surface Mount, HPX can be tailored from 2' to 12' sections in 1' increments. HPX Pendants includes Knuckle options to create unique geometric shapes.

This product is enrolled in the International Living Future Institute (ILFI) Declare 2.0 Program and is third-party verified with options achieving **Red List Approved** and **Red List Declared** status.

Signal White is standard finish

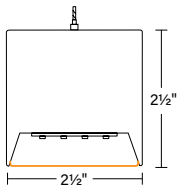
CROSS SECTIONS

Indirect/Direct
Top Glow Diffuser (standard)



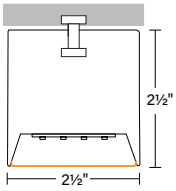
Flush Downlight Diffuser (standard)

Direct



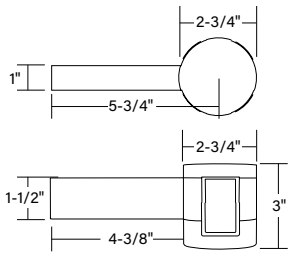
Flush Downlight Diffuser (standard)

Surface Mount



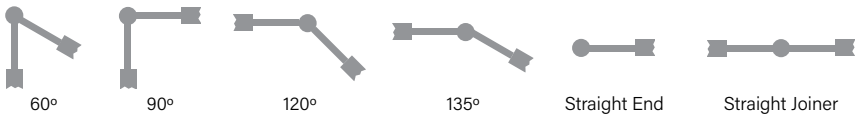
Flush Downlight Diffuser (standard)

Knuckle



1XP shown

STANDARD KNUCKLES *





T-Intersection Perpendicular

Y-Intersection 120°

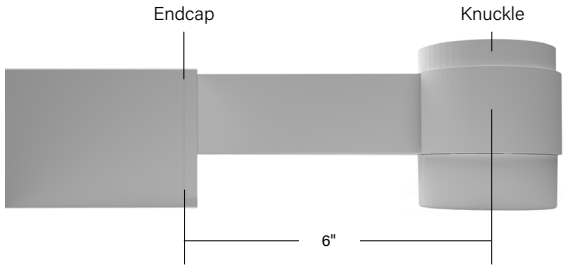
Non-uniform Y-Intersection 135°/90°

X-Intersection Perpendicular

* Each arm field adjustable 10° in either direction for 20° total range of motion.

KNUCKLES WITH ENDCAP

Add 1/4" Endcap to measurement from center of Knuckle to luminaire.



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A brand of legrand®

Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

BASIC RULES BEFORE ORDERING HPX LUMINAIRE

Max 2 Harnesses Plugs at Joint

HPX can have a maximum of two wiring harnesses at a joint.



Battery Allowed in 8ft. or Longer

Due to space limitations, batteries are only allowed in 8ft. or longer for HPX Indirect/Direct or Direct luminaires.



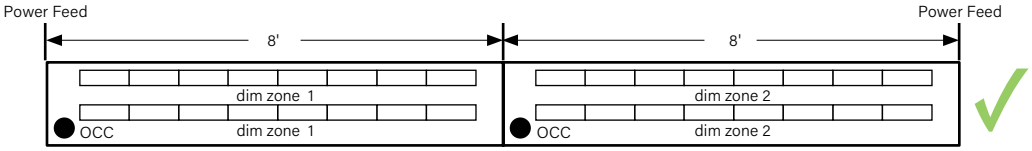
Battery + Sensor Fit

NO sensor in center of luminaire section.
NO two sensor or one sensor and one test button at joint.
NO battery packs in the same section as a sensor.

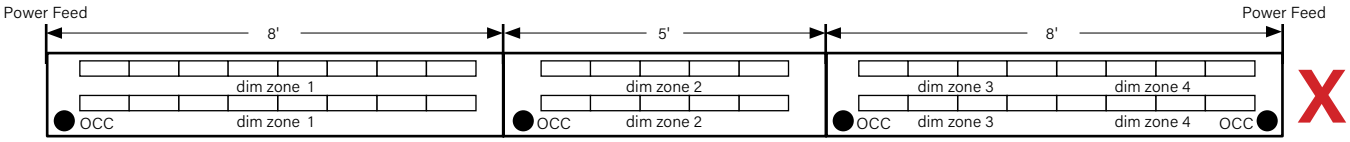


Sensor and Zone Combo
Sensor, Zone, and EM Combo

Contact factory for separate switch/dim zone capabilities - zones must align with standard driver wiring diagrams and plug-together wiring restrictions.



One feed for multiple sensor and One feed per dimming zone.



No LED harness from joiner to starter and there is no space for extra driver. Only one feed per dimming zone.

Tunable White with Zone or Multi and Dual Circuit

Each Starter and Joiner must have its own dimming zone.
It is not possible to extend the dimming zone from the Starter to the Joiner.



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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

Clear Form

Ordering Guide Example: HP - X - RP - D - 36' - S - S - 835 - F - 120 - SC - FC-10% - C1 - FE - SW - LGD18W - OBD - CP

BODY TYPE

Platform	Series Name	Luminaire Type	Luminaire Distribution	Total Run Length
◯ **HP** - High Performance	◯ **X** - 2.5" Square	◯ **P** - Pendant ◯ **SM** - Surface Mount ◯ **P-GR** - Pendant with Groove Body ◯ **SM-GR** - Surface Mount with Groove Body See page 4 for description of Groove Body	◯ **D** - Direct ◯ **ID** - Indirect/Direct Indirect/Direct only available for Pendat (**P**) option	6' and 14' Minimum 2' section length. Increments of 1'; 12' maximum section length 3' Minimum lenght for dual circuit applications. ◯ **Select Kunckle** (Pendant Only) Leave length section blank and use "Standard Configuration" to specify size and shape. Total length to be calculated by factory.

OUTPUT and LED TYPE

Uplight Output ID Only	Downlight Output	LED CRI/CCT [1]
◯ **S** - Standard (422 lm/ft) ◯ **B** - Boosted (531 lm/ft) ◯ **H** - High (803 lm/ft) ◯ **V** - Very High (1032 lm/ft) ◯ **TL** - Tailored: _____ lm/ft * * Specify lm/ft of outputs between Standard (S) and Very High (V). Consult factory for tailored lumen output outside of this range.	◯ **S** - Standard (411 lm/ft) ◯ **B** - Boosted (516 lm/ft) ◯ **H** - High (780 lm/ft) ◯ **V** - Very High (1003 lm/ft) ◯ **TL** - Tailored: _____ lm/ft *	◯ **830** - 80 CRI min, 3000K ◯ **835** - 80 CRI min, 3500K ◯ **840** - 80 CRI min, 4000K ◯ **930** - 90 CRI min, 3000K ◯ **935** - 90 CRI min, 3500K ◯ **940** - 90 CRI min, 4000K ◯ **8TW** - 80 CRI min, Tunable White ◯ **9TW** - 90 CRI min, Tunable White

MECHANICAL/OPTICAL OPTIONS

Uplight Option ID Only	Downlight Option
◯ **TG** - Top Glow (Standard) ◯ **F** - Flush Diffuser ◯ **WSO** - Widespread Optic ◯ **WSOTG** - Widespread Optic with Top Glow ◯ **ASYTG-L** - Asymmetric Left Optic with Top Glow ◯ **ASYTG-R** - Asymmetric Right Optic with Top Glow	◯ **F** - Flush

ELECTRICAL OPTIONS

Voltage
◯ **120** - 120 Voltage ◯ **277** - 277 Voltage ◯ **347** - 347 Voltage (OTi only) 347 Voltage not available for Knuckle options.

Verify Voltage

Verify flush or top glow

ELECTRICAL OPTIONS

Circuiting [2]
◯ **SC** - Single Circuit* One single circuit in a run ◯ **DC** - Dual Circuit* Independent control of up and down separately in an I/D style luminaire ◯ **MC** - Multi Circuit* More than one switch leg or zone (not 'DC' independent control of up and down separately for an I/D style luminaire). Factory shop drawings required *Battery, Night Light, and Emergency to Generator circuits are in addition to the normal luminaire circuit(s)

Driver Selection [3]
0-10V Driver Options ◯ **FC-10%** - 0-10V 10% (standard) ◯ **FC-1%** - 0-10V 1% ◯ **OTi-10%** - EldoLED OTi, 0-10V 10% [4] ◯ **OT-1%** - EldoLED OTi, 0-10V 1% [4] ◯ **ELD-10V-0%** - EldoLED SOLOdrive, 0-10V 0.1% ◯ **10V-TW-10%** - EldoLED OTi, 0-10V 10% *(Tunable White)* [4] **DALI Driver Options** ◯ **FC-DALI-1%** - DALI 1% ◯ **DXL-DALI-1%** - EldoLED Dexal, 1% ◯ **ELD-DALI-0%** - EldoLED SOLOdrive, DALI 0.1% ◯ **ELD-DALI-TW** - EldoLED Dual Drive Light Shape, 1% *(Tunable White)*
DMX Driver Options ◯ **ELD-DMX** - EldoLED POWERdrive, 0.1% ◯ **ELD-DMX-TW** - EldoLED POWERdrive, 0.1% (Tunable White) **Lutron Driver Options** ◯ **LUT-ES1** - Lutron, Ecosystem 1% ◯ **LUT-TW** - Lutron LD2 Dali-2 1% *(Tunable White)* See Page 3 for additional driver options and details

MOUNTING OPTIONS

Mounting Method (Clear Selection)
◯ **FA50** - Fully Adjustable 50" ◯ **FA100** - Fully Adjustable 100" ◯ **FA150** - Fully Adjustable 150" ◯ **FA200** - Fully Adjustable 200" ◯ **FA250** - Fully Adjustable 250" ◯ **FA300** - Fully Adjustable 300" ◯ **FM** - Flexible Mounting [5]

Do you want to control D and ID independently

MOUNTING OPTIONS

Ceiling Hardware Type
◯ **C1** - 15/16" T-Bar [6] ◯ **C2** - 9/16" T-Bar [6] ◯ **C3** - Screw Slot [6] ◯ **C4** - Hard Ceiling ◯ **C1T** - 15/16" Tegular [6] ◯ **C2T** - 9/16" Tegular [6] ◯ **SMC4** - Surface Mount Hard Ceiling (Only available for HPX-SM)

Verify SMC4

Endcap Style
◯ **FE** - Flat Endcap

Finish
◯ **SW** - Signal White (standard) ◯ **FB** - Finelite Black [7] ◯ **SA** - Satin Aluminum [7] ◯ **MM01** - Gray Elm [8] ◯ **MM02** - White Oak [8] ◯ **MM03** - Teak [8] ◯ **MM04** - Walnut [8] ◯ **####** - RAL Color Code [8] Material Mimic (**MM**) RLA & RLD pending

OTHER OPTIONS

Emergency Style (Optional) (Clear Selection) See page 5 Backup Battery table
◯ **LGD18W** - Legrand 18W Brand Battery Back-up [9] ◯ **LGD10W** - Legrand 10W Brand Battery Back-up [9] ◯ **EM/GEN** - Emergency to Generator ◯ **NL** - Night Light ◯ **BSL310LP** - Bodine Battery Back up Low Profile [10] ◯ **BSL10T3** - Bodine Battery Back up Low Profile Compact ◯ **GTD** - Generator Transfer Device ◯ **ALCR** - Automatic Load Control Relay

Integrated Sensor (Optional) [11] (Clear Selection)	
◯ **OBO1** - WS FS-305 w/ FS-L6 lens on/off (max mounting height 8') OCC Sensor ◯ **OBO2** - WS FS-305 w/ FS-L3W lens on/off (max mounting height 20') OCC Sensor ◯ **OBO3** - WS FS-305D w/ FS-L6 lens Dim to 50% (max mounting height 8') OCC Sensor ◯ **OBO4** - WS FS-305D w/ FS-L3W lens Dim to 50% (max mounting height 20') OCC Sensor ◯ **OBD** - Daylight ◯ **W601** - Wattstopper Sensor [12] ◯ **CLM** - Wattstopper Plus RF	◯ **SLM** - Wattstopper Plus Sensor ◯ **RE7** - nLight Occupancy & Daylight [13] ◯ **NE7** - nLight Occupancy [13] ◯ **OCC-W** - Lutron Athena Sensor [14] *(Device Color White)* ◯ **AOCC-B** - Lutron Athena Sensor [14] *(Device Color Black)* ◯ **ARF-W** - Lutron Athena RF [14] *(Device Color White)* ◯ **ARF-B** - Lutron Athena RF [14] *(Device Color Black)* ◯ **VOCC** - Lutron Vive Sensor [15] ◯ **VRF** - Lutron Vive RF [15]

OTHER OPTIONS

Special Options (Optional) (Clear Selection)
◯ **CP** - Chicago Plenum [16] ◯ **RLA** - Red List Approved ◯ **RLD** - Red List Declared

OTHER OPTIONS

Standard Configurations (see page 6 - 7) (Clear Selection)		
◯ **SQ x_____x 4L90** - Square ◯ **REC x_____x _____x 4L90** - Rectangle ◯ **TRI x_____x 3L60** - Triangle ◯ **HEX x_____x 6L120** - Hexagon ◯ **OCT x_____x 8L135** - Octagon ◯ **PLS x_____x 1XP** - Plus ◯ **T x_____x_____x_____x TP** - T Configuration	◯ **CRS x_____x _____x_____x_____x 1XP** - Cross [17] ◯ **YINT x_____x 1Y120** - 120º Y-Intersection [17] ◯ **YINT x_____x 1Y135/90** - Non-uniform Y-Intersection [17] ◯ **L x _____ x_____ x L60** - "L" Shape with 60º ◯ **L x _____ x_____ x L90** - "L" Shape with 90º ◯ **STR x_____x 2E180** - Straight	◯ **L x _____ x_____ x L120** - "L" Shape with 120º ◯ **L x _____ x_____ x L135** - "L" Shape with 135º ◯ **E180** - Single Knuckle ◯ **CFG** - Configuration [18] Select CFG when specifying custom configuration. Please provide plan drawings to clearly communicate.

[1] Tunable white is not available with Knuckle
[2] Contact factory for switching options
[3] For Indirect/Direct lengths 3' and greater, separate dimming for uplight and downlight available
[4] Add DTO to gain "Dim to Off" functionality (FC-10% - DTO, FC-1% - DTO)
[5] Direct only
[6] C1, C2, C3, C1T, and C2T T-bar mounting for Pendant Only
[7] 15 Business day lead time
[8] 20 Business day lead time for MM and color
[9] Minimum fixture length 8ft required for HPX D and HPX SM; Minimum 12ft required for HPX ID
[10] BSL310LP work with HPX Direct 8ft without sensor only
[11] Minimum luminaire length with a sensor is 4ft.
[12] LMFS-601 w/ 0-10V driver(s) and LMFI-111, up to 6 drivers may be connected. LMFS-601 w/ Dali driver, only 1 driver can be connected
[13] Contact factory
[14] 0-10V Drivers - **AOCC** up to 10 drivers may be connected; **ARF** up to 40 driver may be connected. DALI Drivers - **AOCC** & **ARF** up to 4 drivers can be connected
[15] Lutron Vive Ingrated Sensors require a DALI driver. Contact factory for Indirect Distribution.
[16] Only available with C1, C2, and C3 mounting hardware with Finelite Gridbox
[17] Require 2 power feed locations
[18] 4 weeks lead time for custom configurations

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Submitted by:	Date:
Type: LT02	Project: NEXT
Ordering Info:	

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

SUPPLEMENTARY DRIVER PAGE

0-10V Driver Options	
FC-10%	Factory Choice, 0-10V 10% Dimming (Linear)
FC-10%-DTO	Factory Choice, 0-10V 10% Dimming, Dim-to-Off (Linear)
FC-1%	Factory Choice, 0-10V 1% Dimming (Linear)
FC-1%-DTO	Factory Choice, 0-10V 1% Dimming, Dim-to-Off (Linear)
ELD-10V-0%	EldoLED SOLOdrive, 0-10V 0.1% Dimming (Linear)
ELD-10V-1%	EldoLED ECOdrive, 0-10V 1% Dimming (Linear)
10V-TW-10%	EldoLED OTi, 0-10V 10% Dimming, *Tunable White* (Linear)
10V-TW-10%-DTO	EldoLED OTi, 0-10V 10% Dimming, Dim-to-Off, *Tunable White* (Linear)
OTi-10%	EldoLED OTi, 0-10V 10% Dimming (Linear)
OTi-10%-DTO	EldoLED OTi, 0-10V 10% Dimming, Dim-to-Off (Linear)
OTi-1%	EldoLED OTi, 0-10V 1% Dimming (Linear)
OTi-1%-DTO	EldoLED OTi, 0-10V 1% Dimming, Dim-to-Off (Linear)

DALI Driver Options	
FC-DALI-1%	Factory Choice, DALI 1% Dimming (Logarithmic)
ODXL-DALI-1%	EldoLED Dexal, DALI 1% Dimming (Logarithmic)
ELD-DALI-0%	EldoLED SOLOdrive, DALI 0.1% Dimming (Logarithmic)
ELD-DALI-1%	EldoLED ECOdrive, DALI 1% Dimming (Logarithmic)
ELD-DALI-TW	EldoLED DUALdrive Light Shape, DALI 0.1% Dimming, *Tunable White* (Logarithmic Dimming, Linear CCT Control)

DMX Driver Options	
ELD-DMX	EldoLED POWERdrive, DMX 0.1% Dimming (8 Bit, 1CH) (Linear)
ELD-DMX-16	EldoLED POWERdrive, DMX 0.1% Dimming (16 Bit, 2CH) (Linear)
ELD-DMX-TW	EldoLED POWERdrive, DMX 0.1% Dimming, Tunable White (8 Bit, 2CH - CH1 Warm / CH2 Cool) (Linear)
ELD-DMX-TW16	EldoLED POWERdrive, DMX 0.1% Dimming, Tunable White (16 Bit, 4CH - CH1, 2 Warm / CH3, 4 Cool) (Linear)

Lutron Driver Options	
LUT-ES1	Lutron, Ecosystem 1% Dimming
LUT-TW	Lutron LD2 Dali-2 1%, *Tunable White*

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Type: LT02	Project: NEXT	
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FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

SPECIFICATIONS

BODY TYPE

CONSTRUCTION: Precision-cut 6063-T6 extruded aluminum body. Internal joiner system, plug-together wiring, standard.

LENGTHS: Any length, 2' minimum section length. Increments of 1'. 12' maximum section length. For Indirect/Direct, select a minimum body length of 3' or greater when requiring dual circuiting or when uplight and downlight outputs differ.

GROOVE BODY: The Groove form factor option gives added dimension and ribbed texture to the HPX square micro profile luminaire.



ARRAY TYPE

LIGHT OUTPUT: Four lumen packages available, Standard (**S**), Boosted Standard (**B**), High (**H**), and Very High (**V**). A separate chart summarizes lumen distribution and wattage. For Tailored Outputs outside of range from Standard (**S**) to Very High (**V**), consult factory. Light engines are replaceable.

WELL Building, feature L04 Electric Light Glare control:
HPX D : 80CRI - Tailored to 340 lumens/ft, 90 CRI - **S**.

LEED v5, interior Lighting Indoor Environmental Quality (qualify for LEED v4.1):
HPX D : 80CRI - Tailored to 340 lumens/ft, 90CRI - **S**/**B**.

MECHANICAL FEATURES

UPLIGHT OPTION [1]: Patented Top Glow Frost White Diffuser, standard. 12' maximum diffuser length. Optical distribution pattern options include Widespread Optic (**WSO**); WSO enables increased luminaire spacing with improved ceiling uniformity, and Asymmetric (**ASYTG-L** / **ASYTG-R**). Asymmetric optic directs light in a specific direction. ASYTG-L distributes light to the left, ASYTG-R distributes light to the right of the luminaire. Consult factory for more tailored lumen outputs.

DOWNLIGHT OPTION: 12' maximum diffuser length. Flush (**F**) frost white snap-in diffuser, standard; 73% transmissive, 99% diffusion. Internal secondary diffusers at corners ensure visually seamless, uniform, continuous illumination. Consult factory for more tailored lumen outputs.

LUMEN MAINTENANCE: 90% of initial light output (L90) at 60,000+ hours.

ELECTRICAL FEATURES

STATIC WHITE FEED: 18-gauge/5-conductor single-circuit feed, standard. 14-gauge feed used when luminaire current exceeds 5 amps. 1 and 2 Knuckle can be specified with a power-feed at the hub.

TUNABLE WHITE FEED: Standard with one 18-gauge/5-conductor single-circuit feed. 14-gauge feed used when luminaire current exceeds 5 amps (14-gauge plug together connection not available on Knuckle arms). Tunable White is not available with Knuckle installations.

STATIC WHITE DRIVER: Replaceable 120V, 277V, and 347V Constant Current Reduction dimming driver standard. Can be wired dimming or non-dimming. 0-10V dimming controls with a range of 10% - 100% Dimming to 1% available; Consult factory. Separate dimming for uplight and downlight available. Driver is fully accessible from below the ceiling.
- **Power Factor:** ≥ 0.9
- **Total Harmonic Distortion (THD):** <20%
- **Expected driver lifetime:** 100,000 hours

LUTRON STATIC DRIVER OPTIONS:
LUT-ES1 - Hi-lume 1% EcoSystem with Soft-On, Fade-to-Black dimming (LDE1 series).

TUNABLE WHITE DRIVER: Replaceable LED driver. Driver is accessible from below the ceiling. 120V/277V.
- **Power factor** ≥0.9
- **Total Harmonic Distortion (THD):** <20%
- **Dimming Range:** 100 - 1%
- **Expected driver lifetime:** 100,000 hours

LUTRON TUNABLE WHITE DRIVER OPTION:
LUTD-TW (Lutron LD2 Dali-2 1%, Tunable White).

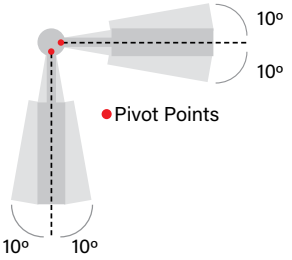
MOUNTING TYPE

HANGING HARDWARE:
- **Pendant:** 50" Fully Adjustable (**FA**) plated steel aircraft cable with safety stop hardware standard. Contact factory for additional lengths up to 150". The Flexible Mounting Bracket (**FM**) [2] adjusts the suspension points to accommodate existing architecture. Suspension points adjust up to 2' in from the end of 8' to 12' luminaire lengths and up to 1' in on shorter lengths.
- **Surface Mount:** Ceiling types: Drywall or concrete surfaces (walls or ceilings): 1/4"-20 stud and nut (provided by others).

OTHER FEATURES

ENDCAPS: Flat diecast aluminum endcaps add 1/4" to each end of luminaire. Knuckle endcaps include attachments brackets for easy installation.

ALL KNUCKLES (Pendant Only)**:**
- **Mounting:** Knuckle with Endcap adds 6" per Knuckle to overall length of suspension-to-suspension spacing. Knuckle is designed for use with Pendant mounted HPX.
- **Power Feed:** Our Standard Configurations are available with a single 18/5 feed into 1 or 2 arm Knuckle. 3 and 4 arm Knuckles do not accept power feeds. EM feeds will be in the luminaire section adjacent to the Knuckle. Consult factory for available options regarding feeds, multiple circuits, and emergency wiring. Feed locations will be confirmed on the shop drawings.
- **Standard Configurations:** See pages 1 & 7-9 for various standard angles with 1, 2, 3, and 4 arms. Each arm can be field adjusted +/-10 degrees for a total of 20 degrees. For example, L90, accommodates angles of 70 to 110 degrees; L60, accommodates 40 to 80 degrees.



[1] Indirect/Direct (ID) only
[2] Direct only

Continued
Page 5

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FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

SPECIFICATIONS

EMERGENCY STYLE: Optional emergency to generator/inverter wiring, internal generator transfer switch, nightlight wiring, step-dimming driver, backup battery.

Backup Battery

	Legrand 18W	Legrand 10W/ Bodine BSL310LP
HPX-P-D		
Min. Housing Length	8'*	8'*
EM Lumen Output	2006	1194
EM Section Illuminated	2'	2' or 4'
HPX-SM-D		
Min. Housing Length	8'*	8'*
EM Lumen Output	2006	1194
EM Section Illuminated	2'	2' or 4'
HPX-P-ID		
Min. Housing Length	12'	8'
EM Lumen Output	2006	1194
EM Section Illuminated	2'	2' or 4'

* Minimum luminaire housing length for battery pack approved without sensor
The lumens are based on 835. For other CCT/CRI, refer to the Lumen Adjustment Factor table on page 11.

Bodine GTD and Legrand ALCR Min. Length

Configuration	Min Length
Generator	D- 4'; ID-6'
Generator + OCC	D- 6'; ID-8'
Daylight	D-4'; ID-6'
Generator + Daylight	D-6'; ID-8'

TUNABLE WHITE ELECTRICAL OPTIONS:

TW Driver Options

- **0-10V:** EM/GEN, GTD, or Battery Back Up
- **DMX:** Battery Back Up
- **DALI:** EM/GEN, GTD, or Battery Back Up
- **LUTRON:** EM/GEN, GTD, or Battery Back Up

INTEGRATED SENSORS: Integrated PIR (Passive Infrared) Occupancy (**OBO**) or Daylight Sensors (**OBD**) available with Flush and Bottom Glow downlight diffusers. PIR sensors not recommended for stairwell applications. Refer to Occupancy Sensor & Daylight Sensor tech sheet and the Embedded Intelligence landing page for more information and additional sensor options. Minimum luminaire length with a sensor is 4ft.

FINISHES: Finelite Signal White (**SW**) powder coat standard. Finelite Black (RAL 9005) with semi gloss fine texture (**FB**) [1] and Satin Aluminum (**SA**) [1] are available. **Material Mimic options [2,3]: Gray Elm (MM01), White Oak (MM02), Teak (MM03), Walnut (MM04).** Optional Adders: 179 RAL colors. [2]

LABELS: Luminaire and electrical components are ETL-listed conforming to UL 1598 in the U.S.A. and CAN/CSA C22.2 No. 250.0 in Canada. In accordance with NEC Code 410.130 (G), this luminaire contains an internal driver disconnect. UL 924 and UL 2108 - PoE options available on request, contact factory for more details. These luminaires are rated for Damp Location. Finelite products use electronic components that are RoHS compliant, and the mechanical components of the luminaire have been verified to not knowingly contain any restricted substances listed per RoHS Directive 2015/863. High efficacy LED light source requirements. Finelite makes the specification process easy when putting healthier products on your projects. Simply add – **RLA** (Red List Approved) or – **RLD** (Red List Declared) to your part number.

WEIGHT: 2.3 lb/ft.

WARRANTY: 10-year performance-based warranty on all standard components. Optional accessories such as emergency battery packs are covered by their individual manufacturer warranties.

MATERIAL MIMIC OPTIONS [3]


Gray Elm (**MM01**)


White Oak (**MM02**)


Teak (**MM03**)


Walnut (**MM04**)

The appearance of Material Mimic finishes may vary due to environmental lighting conditions and surrounding color influences. Sample swatches are available upon request for evaluation in situ under expected lighting and design conditions.

[1] 15 Business day lead time
[2] 20 Business day lead time for Material Mimic and color
[3] Due to the uniqueness of Material Mimic options, color and grain pattern may vary, sample swatches are available upon request.

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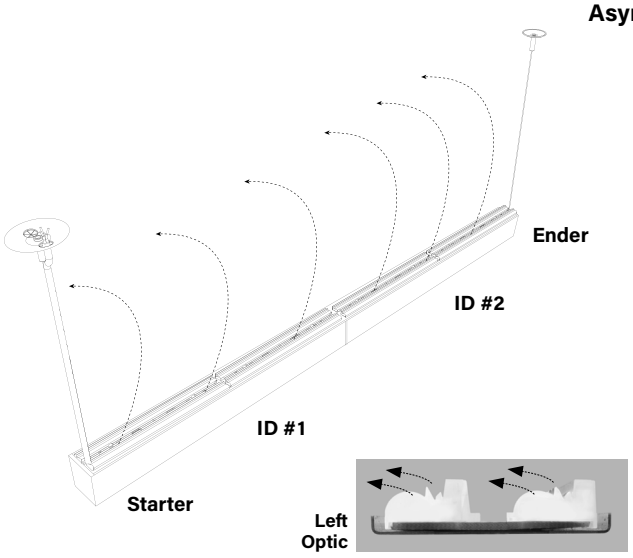
FINELITE® Better Lighting

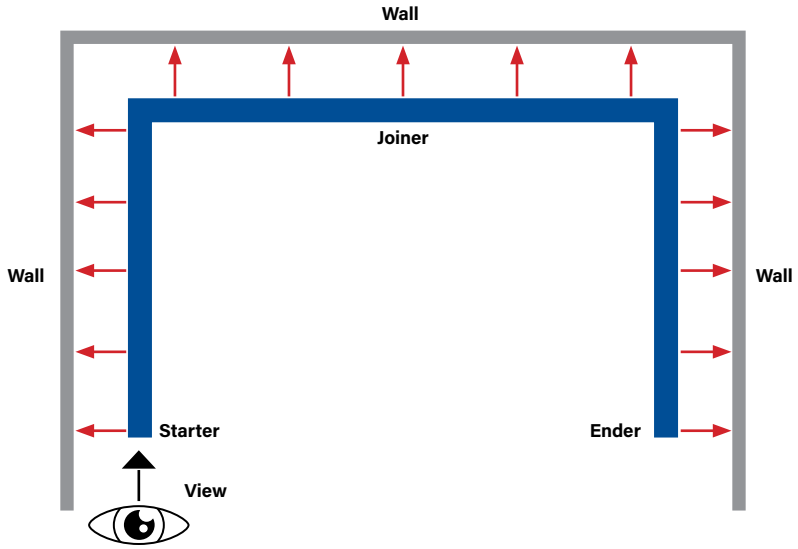
HPX Product Family - Pendant & Surface Mount

ASYMMETRIC OPTIONS

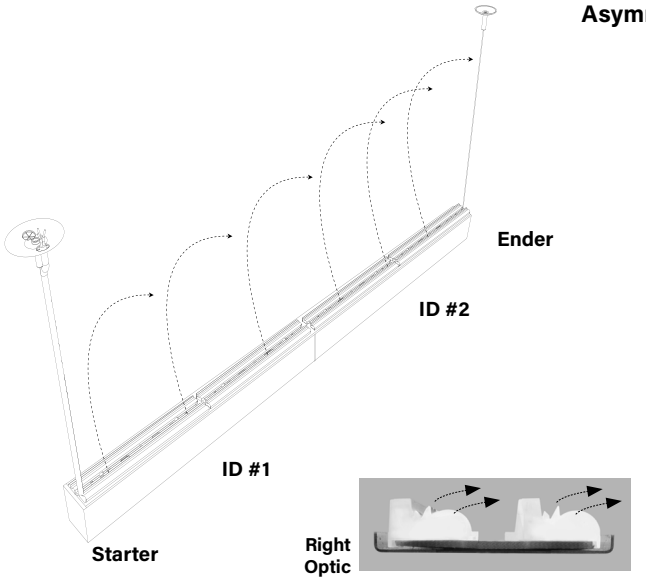
The diagrams below show a linear run from power feed to ender. Specifing ASY-L distributes light to the left or ASY-R distributes light to the right. For proper orientation: view luminaire from starter end when specifying the direction of the Asymmetric optic.

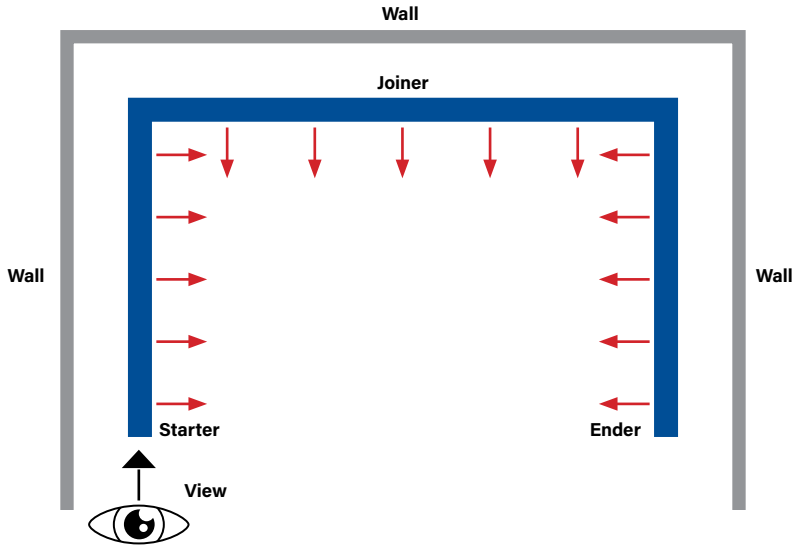
Asymmetric Left Optic (ASY-L)





Asymmetric Right Optic (ASY-R)





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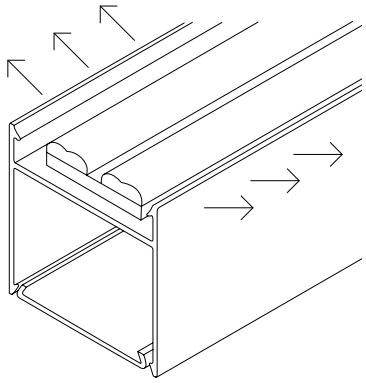
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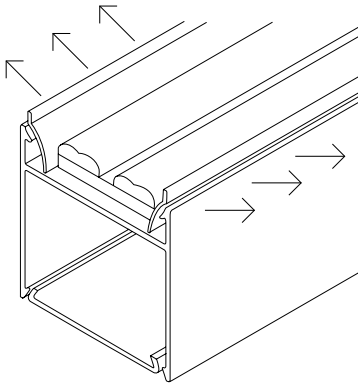
WIDESPREAD OPTIONS

Widespread Optic (**WSO**) delivers distribution for improved performance.

Widespread Optic (**WSO**)

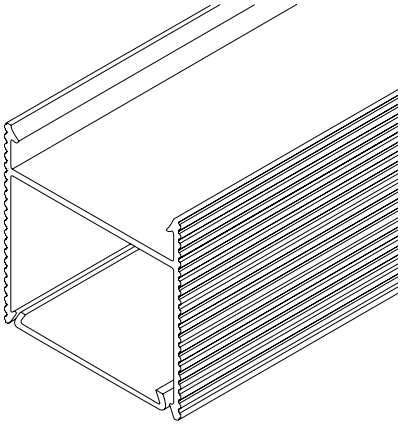


Widespread Optic Top Glow (**WSOTG**)



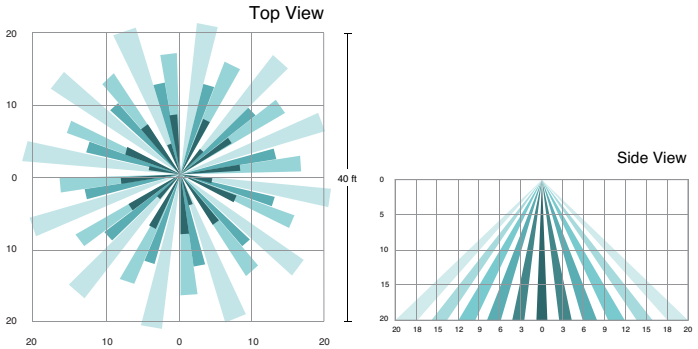
GROOVE OPTION

Groove Body available for Pendant (**P-GR**) and Surface Mount (**SM-GR**)

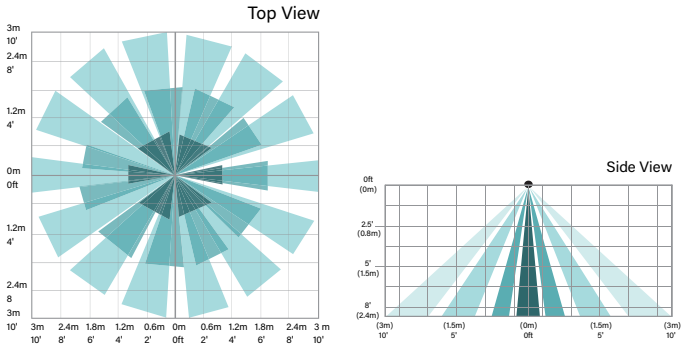


OCCUPANCY SENSOR OPTIONS

FS-L3W top and side coverage patterns



FS-L6 top and side coverage patterns



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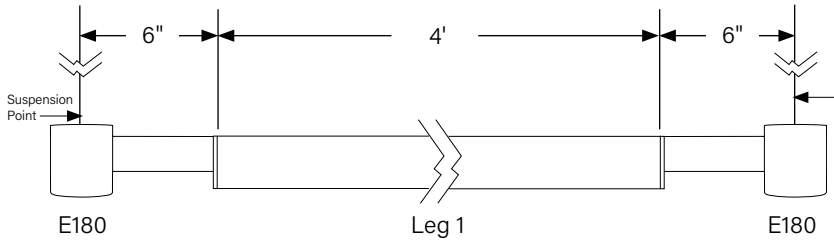
HPX Product Family - Pendant & Surface Mount

STANDARD CONFIGURATION EXAMPLES [1, 2]

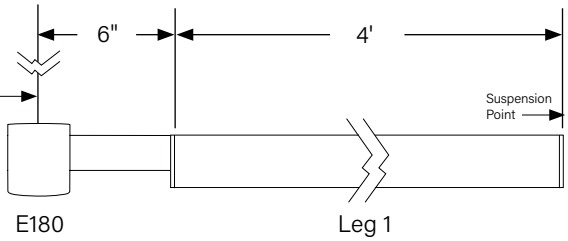
(KNUCKLE ONLY AVAILABLE WITH PENDANT)

Luminaires can be joined by traditional joint or Knuckle joint for longer runs to fit your design needs. EM feeds will drop on the knuckle adjacent to the luminaire section. 3' Minimum lenght for dual circuit applications.

Support to Support Location Example
E180 x 4' x E180



Support to Support Location Example
E180 x 4'



Potential location for joining note near " L " configuration example on page 9.

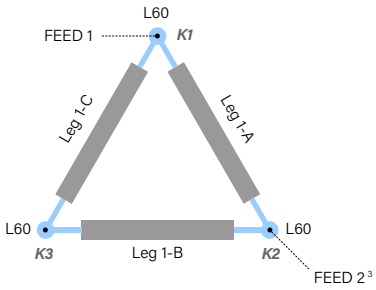
STR x _____ x 2E180
Straight - Provide Leg 1 dimension

Example - STR x 4' x 2E180



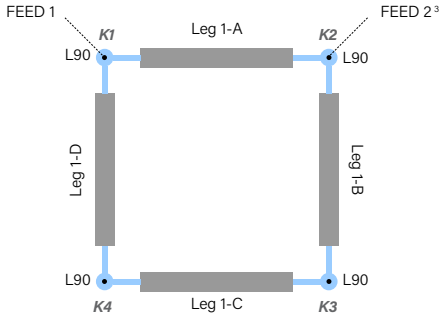
TRI x _____ x 3L60
Triangle - Provide Leg 1 dimension

Example - TRI x 4' x 3L60



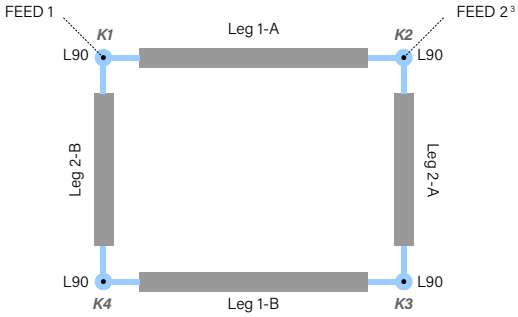
SQ x _____ x 4L90
Square - Provide Leg 1 dimension

Example - SQ x 4' x 4L90



REC x _____ x _____ x 4L90
Rectangle - Provide Leg 1, Leg 2 dimension

Example - REC x 6' x 4' x 4L90



● = Suspension Points

[1] Drawings are not to scale
[2] 2' minimum length for linear sections
[3] Used for Dual Circuit Designs

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HPX Product Family - Pendant & Surface Mount

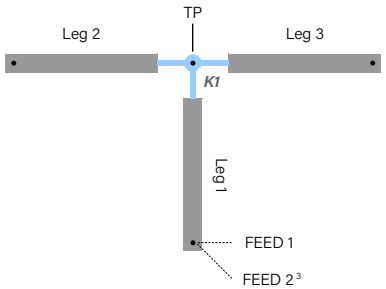
STANDARD CONFIGURATION EXAMPLES [1, 2]

(KNUCKLE ONLY AVAILABLE WITH PENDANT)

Luminaires can be join by traditional joint or Knuckle joint for longer runs to fit your design needs.
EM feeds will drop on the knuckle adjacent to the luminaire section.

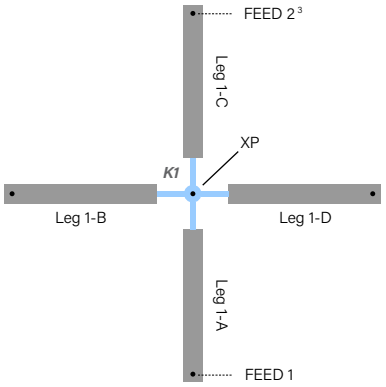
T x _____ x _____ x _____ x 1Y120
T-Intersection - Provide Leg 1, Leg 2, Leg 3 dimension

Example - T x 4' x 4' x 1Y120



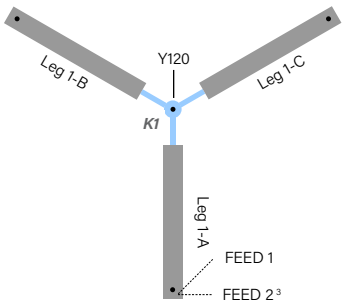
PLS x _____ x 1XP
Plus - Provide Leg 1 dimension

Example - PLS x 4' x 1XP



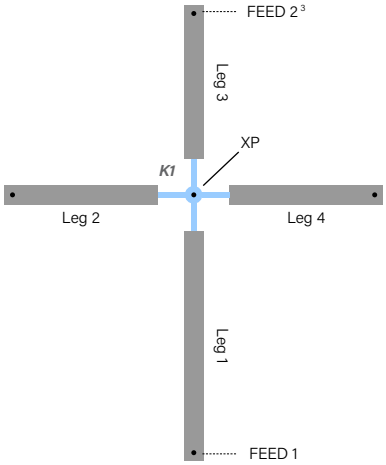
YINT x _____ x 1Y120
Y-Intersection - Provide Leg 1 dimension

Example - YINT x 4' x 1Y120



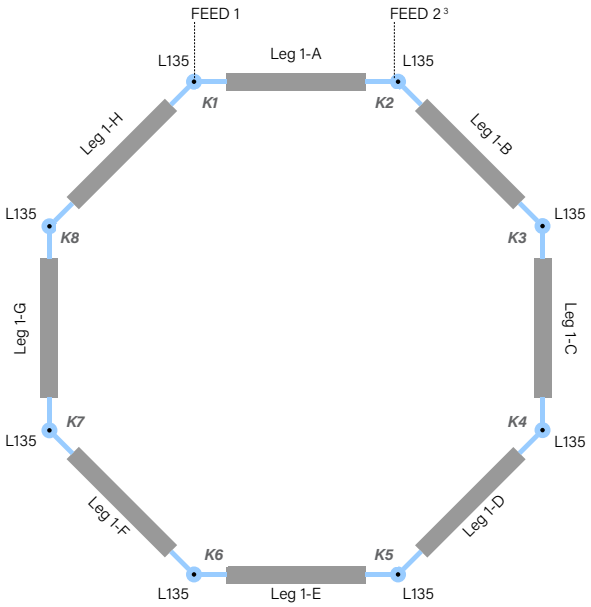
CRS x _____ x _____ x _____ x _____ x 1XP
CRS - Provide Leg 1, Leg 2, Leg 3, and Leg 4 dimension

Example - CRS x 6' x 4' x 4' x 4' x 1XP



OCT x _____ x 8L135
Octagon - Provide Leg 1 dimension

Example - OCT x 4' x 8L135



● = Suspension Points

[1] Drawings are not to scale
[2] 2' minimum length for linear sections
[3] Used for Dual Circuit Designs

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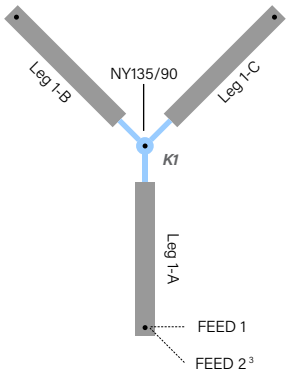
STANDARD CONFIGURATION EXAMPLES [1, 2]

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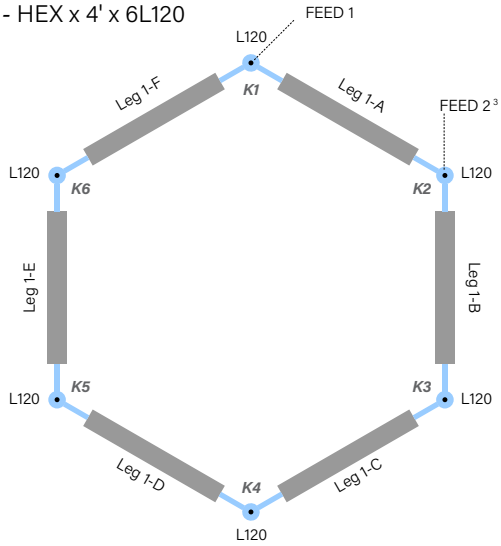
YINT x _____ x 1NY135/90
Y-Intersection - Provide Leg 1 dimension

Example - YINT x 4' x 1NY135/90



HEX x _____ x 6L120
Hexagon - Provide Leg 1 dimension

Example - HEX x 4' x 6L120

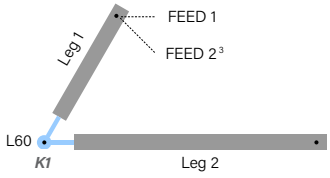


"L" SHAPE CONFIGURATION EXAMPLES [1, 2]

Luminaires can be join by traditional joint or Knuckle joint for longer runs to fit your design needs.

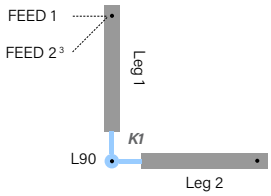
L x _____ x _____ x L60
L Shape - Provide Leg 1 and Leg 2 dimension

Example - L x 4' x 8' x L60



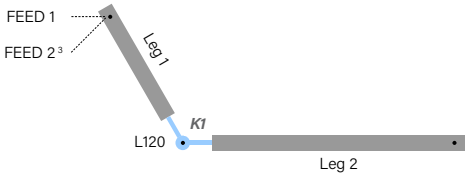
L x _____ x _____ x L90
L Shape - Provide Leg 1 and Leg 2 dimension

Example - L x 4' x 4' x L90



L x _____ x _____ x L120
L Shape - Provide Leg 1 and Leg 2 dimension

Example - L x 4' x 8' x L120



L x _____ x _____ x L135
L Shape - Provide Leg 1 and Leg 2 dimension

Example - L x 4' x 12' x L135



● = Suspension Points

[1] Drawings are not to scale
[2] 2' minimum length for linear sections
[3] Used for Dual Circuit Designs

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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

HPX Product Family - Pendant & Surface Mount

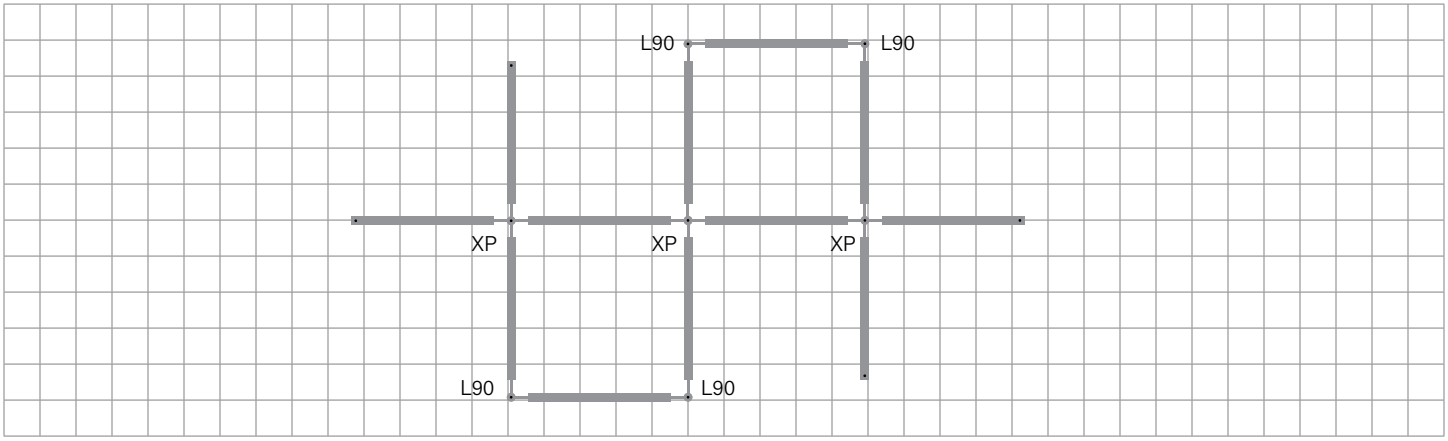
CUSTOM CONFIGURATION EXAMPLE [1, 2]

(KNUCKLE ONLY AVAILABLE WITH PENDANT)

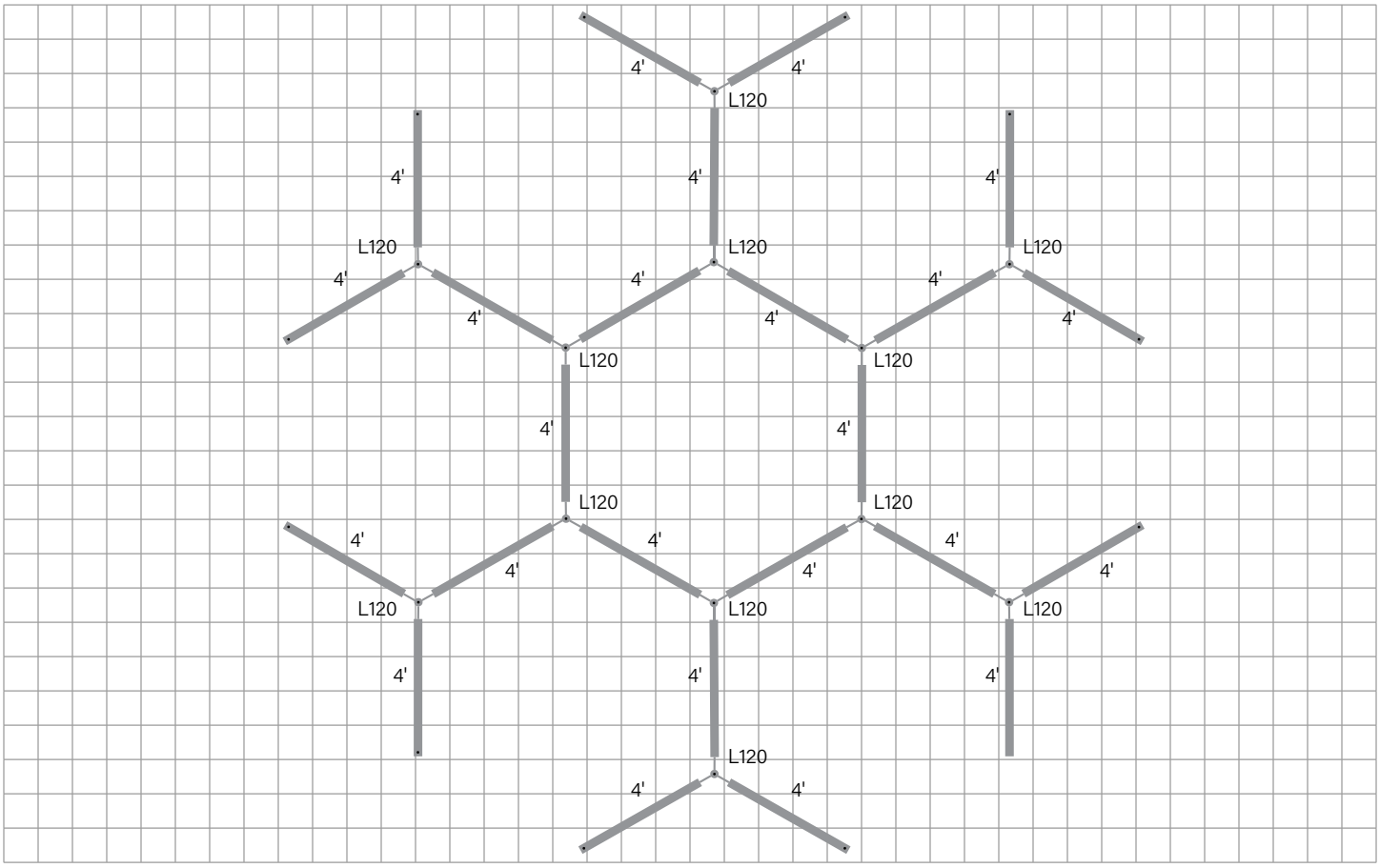
99CFG

Custom Configuration - Please provide a sketch or drawing showing desired configurations.

Examples



= 1 ft²



● = Suspension Points

[1] Drawings are not to scale

[2] 2' minimum length for linear sections

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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

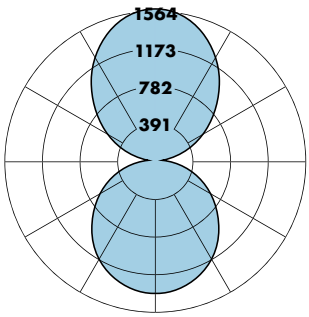
HPX Product Family - Pendant & Surface Mount

Indirect/Direct with Top Glow Photometry

4' Luminaire 3500K

HPX-P-ID-V-V-835-TG-F
Uplight: Top Glow / **Downlight:** Flush

Distribution: 50% Up (**V**) / 50% Down (**V**)
Efficacy: 119 lm/W
Uplight: 4073 lumens (1018 lumens/ft)
Downlight: 4111 lumens (1028 lumens/ft)
Total luminaire output: 8184 lumens
68.9 watts
Peak Candela Value: 1564 @ 180°
CRI: 80 / CCT: 3500K
ITL LM79 Report 92550



Complete LM79 LED Photometry

Total Light Output, 3500K, 80 CRI (Lumens)- 4' Luminaire

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	3350 [↑50% | 50%↓]	3783 [↑56% | 44%↓]	4865 [↑66% | 34%↓]	5778 [↑71% | 29%↓]
↓B¹	3779 [↑45% | 55%↓]	4212 [↑50% | 50%↓]	5293 [↑60% | 40%↓]	6207 [↑66% | 34%↓]
↓H¹	4851 [↑35% | 65%↓]	5283 [↑40% | 60%↓]	6365 [↑50% | 50%↓]	7279 [↑56% | 44%↓]
↓V¹	5756 [↑29% | 71%↓]	6189 [↑34% | 66%↓]	7270 [↑44% | 56%↓]	8184 [↑50% | 50%↓]

Light Output, 3500K, 80 CRI (Lumens Per Foot)

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	838	946	1216	1445
↓B¹	945	1053	1323	1552
↓H¹	1213	1321	1591	1820
↓V¹	1439	1547	1818	2046

Power, 3500K, 80 CRI (Watts Per Foot)

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	6.7	7.7	10.0	12.0
↓B¹	7.7	8.6	10.9	12.9
↓H¹	10.0	10.9	13.2	15.2
↓V¹	12.0	12.9	15.2	17.2

Efficacy, 3500K, 80 CRI (Lumens Per Watt)

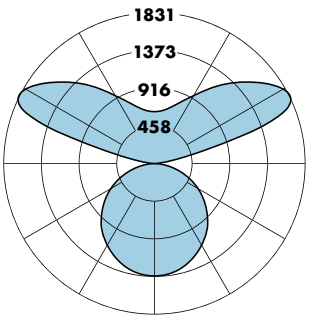
	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	124	124	122	121
↓B¹	123	123	122	120
↓H¹	122	121	120	120
↓V¹	120	120	119	119

S - Standard Output, B - Boosted Standard Output, H - High Output, V - Very High Output
¹ Based on 4' luminaire 3500K Very High Output (**V**) test - 120V.
² Based on ITL report: 92550

Indirect/Direct with Widespread Optic Photometry 4' Luminaire 3500K

HPX-P-ID-V-V-835-WSO-F
Uplight: Widespread Optic / **Downlight:** Flush

Distribution: 51% Up (**V**) / 49% Down (**V**)
Efficacy: 119 lm/W
Uplight: 4223 lumens (1056 lumens/ft)
Downlight: 4005 lumens (1001 lumens/ft)
Total luminaire output: 8228 lumens
69.0 watts
Peak Candela Value: 1831 @ 117.5°
CRI: 80 / CCT: 3500K
ITL LM79 Report 92549



Complete LM79 LED Photometry

Total Light Output, 3500K, 80 CRI (Lumens)- 4' Luminaire

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	3368 [↑51% | 49%↓]	3813 [↑57% | 43%↓]	4924 [↑67% | 33%↓]	5862 [↑72% | 28%↓]
↓B¹	3790 [↑46% | 54%↓]	4234 [↑51% | 49%↓]	5346 [↑61% | 39%↓]	6284 [↑67% | 33%↓]
↓H¹	4844 [↑36% | 64%↓]	5288 [↑41% | 59%↓]	6400 [↑51% | 49%↓]	7338 [↑58% | 42%↓]
↓V¹	5734 [↑30% | 70%↓]	6179 [↑35% | 65%↓]	7290 [↑45% | 55%↓]	8228 [↑51% | 49%↓]

Light Output, 3500K, 80 CRI (Lumens Per Foot)

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	842	953	1231	1466
↓B¹	947	1059	1336	1571
↓H¹	1211	1322	1600	1835
↓V¹	1433	1545	1822	2057

Power, 3500K, 80 CRI (Watts Per Foot)

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	6.8	7.7	10.0	12.0
↓B¹	7.7	8.6	10.9	12.9
↓H¹	10.0	10.9	13.2	15.2
↓V¹	12.0	12.9	15.2	17.3

Efficacy, 3500K, 80 CRI (Lumens Per Watt)

	↑S¹	↑B¹	↑H¹	↑V²
↓S¹	125	124	123	122
↓B¹	124	123	123	122
↓H¹	121	121	121	120
↓V¹	119	120	120	119

S - Standard Output, B - Boosted Standard Output, H - High Output, V - Very High Output
¹ Based on 4' luminaire 3500K Very High Output (**V**) test - 120V.
² Based on ITL report: 92549

Wattage is Real Power. If you would like additional details to calculate Apparent Power, please contact your local Finelite representative.

Sample Lumen Adjustment Calculation

Lumen Adjustment Factors 80 CRI	
3000K	0.985
3500K	1.000
4000K	1.032

Lumen Adjustment Factors 90 CRI	
3000K	0.746
3500K	0.760
4000K	0.789

High Output (**H**) / Standard Output (**S**), 4000K, 90 CRI
Lumen Adjustment Factor: 0.789
Total Light Output: 4924 lm x 0.789 = 3885 lm
Total Light Output per Foot: 1231 lm/ft x 0.789 = 971 lm/ft.
watts/foot: 10.0 W/ft.

$$\textbf{Efficacy} = \frac{971 \ \frac{\text{lm}}{\text{ft.}}}{10.0 \ \frac{\text{W}}{\text{ft.}}} = 97 \text{ lm/W}$$

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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

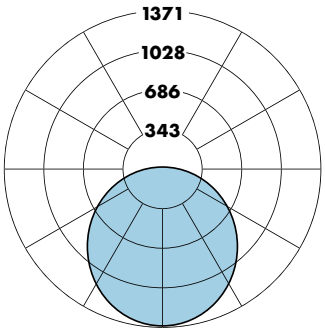
HPX Product Family - Pendant & Surface Mount

Direct & Surface Mount Photometry

4' Luminaire 3500k

HPX-P-D-V-835-F

Efficacy: 120 lm/W
Total luminaire output: 4011 lumens (1003 lumens/ft)
33.5 watts (8.4 watts/ft)
Peak Candela Value: 1371 @ 0°
CRI: 80 / CCT: 3500K
ITL LM79 Report 92552



CANDLEPOWER SUMMARY

	0.0	22.5	45.0	67.5	90.0	Flux
0	1371	1371	1371	1371	1371	
5	1365	1364	1364	1364	1364	130
15	1321	1312	1318	1320	1317	372
25	1228	1215	1225	1225	1223	564
35	1092	1081	1092	1090	1087	681
45	920	915	921	919	915	709
55	723	721	723	722	719	645
65	507	507	509	509	507	503
75	290	288	292	293	294	308
85	88	89	91	94	94	101
90	0	0	0	0	0	

Complete LM79 LED Photometry

Total Light Output, 3500K, 80 CRI (Lumens) - 4' Luminaire			
S[1]	**B[1]**	**H[1]**	**V[2]**
1642	2064	3120	4011

Light Output, 3500K, 80 CRI (Lumens Per Foot)			
S[1]	**B[1]**	**H[1]**	**V[2]**
410	516	780	1003

Power, 3500K, CRI (Watts Per Foot)			
S[1]	**B[1]**	**H[1]**	**V[2]**
3.3	4.2	6.4	8.4

Efficacy, 3500K, 80 CRI (Lumens Per Watt)			
S[1]	**B[1]**	**H[1]**	**V[2]**
125	124	121	120

Sample Lumen Adjustment Calculation

Lumen Adjustment Factors 80 CRI	
3000K	0.985
3500K	1.000
4000K	1.032

Lumen Adjustment Factors 90 CRI	
3000K	0.746
3500K	0.760
4000K	0.789

High Output (**H**), 4000K, 90 CRI

Lumen Adjustment Factor: 0.789

Total Light Output: 3120 lm x 0.789 = 2462 lm

Total Light Output per Foot: 780 lm x 0.789 = 615 lm

watts/foot: 6.4 W/ft.

$$\textbf{Efficacy} = \frac{615\ \frac{\text{lm}}{\text{ft.}}}{6.4\ \frac{\text{W}}{\text{ft.}}} = 96\ \text{lm/W}$$

Wattage is Real Power. If you would like additional details to calculate Apparent Power, please contact your local Finelite representative.

S - Standard Output, B - Boosted Standard Output, H - High Output, V - Very High Output
[1] Based on 4' luminaire 3500K Very High Output (**V**) test - 120V.
[2] Based on ITL report: 92552

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Submitted by:		Date:
Type: LT02	Project: NEXT	
Ordering Info:		

FINELITE® Better Lighting

0-10V Tunable White

Finelite's contractor friendly Tunable White luminaires are available at low cost, with powerful and simple 0-10V tuning and intensity controls.

TUNABLE WHITE FEATURES

- CCT range: 2700K - 6500K
- Dimming Range: 100% to 10%
- CRI Options: 80 CRI or 90 CRI

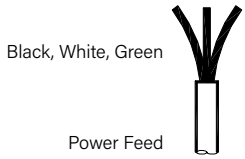
Note:
Dim to Off options available.

LUMINAIRE FAMILY MODIFICATIONS/RESTRICTIONS

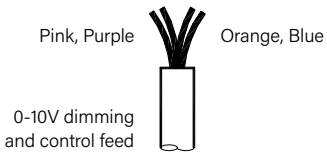
	Section Lengths										
Direct	**2'**	**3'**	**4'**	**5'**	**6'**	**7'**	**8'**	**9'**	**10'**	**11'**	**12'**
Output S,B,H,V Single Circuit	Rows can be comprised of 2'-12' sections.										
Integral Battery Backup (BSL310LP)			✓		✓		✓		✓		✓
Indirect/Direct											
Output S,B Single Circuit	✓		✓		✓		✓		✓		✓
Integral Battery Backup (BSL310LP)							✓		✓		✓
Output H,V Single Circuit			✓				✓				✓
Integral Battery Not Available	Remote Battery backup solution available. Contact Factory.										
Output S,B,H,V Dual Circuit			✓				✓				✓
Integral Battery Not Available	Remote Battery backup solution available. Contact Factory.										

EN/GEN sections available for all body lengths

DUAL FEED DETAIL



WIRING LEGEND		
Black	Hot	Line Voltage
White	Neutral	Line Voltage
Green	Ground	



WIRING LEGEND		
Pink	Dimming	0-10V DC
Purple	Dimming	0-10V DC
Orange	TW	0-10V DC
Blue	TW	0-10V DC

PHOTOMETRY

Apply a power adjustment factor to calculate wattage usage

POWER	CONVERSION FACTOR
	1.1X

(Example: a 50 watt luminaire in static white would draw 55 watts using 0-10V Tunable White)

Tunable White LUMINAIRES

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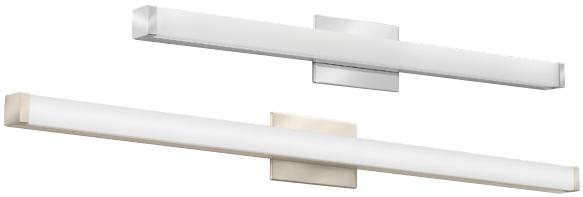
LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	LT03

Decorative Indoor

Contemporary Square Vanity with Switchable White Color Temperature

VANITY LED



FEATURES & SPECIFICATIONS

INTENDED USE

Provides an LED lighting platform to deliver general or task lighting for residential and light commercial applications. Light engine delivers long life and excellent color to ensure a quality, low-maintenance light installation. Ideal for use in bathrooms, lavatories, hallways, corridors, stairways, utility areas and more.

CONSTRUCTION

The Contemporary Square Vanity is constructed of a polycarbonate diffuser with housings available in either a brushed nickel, bronze, or chrome finish. The included canopy/junction box cover is removable for a more low-profile look (2'-4' lengths only). The white diffuser provides even illumination and softens the appearance of the LEDs for improved aesthetics.

OPTICS

The FMVCSLS Contemporary Square Vanity has an integrated switch to select 3000K, 3500K or 4000K color temperature at the time of installation.

1' delivers 750 lumens, 2' delivers 1550 lumens, 3' delivers 2350 lumens, and 4' delivers 2960 lumens at 3000K CCT with 50,000 hours of life. See table below for delivered lumens at the different CCT color switch settings.

Extruded polycarbonate diffuser is of highly transmissive material to minimize LED image and provides high-angle brightness control.

ELECTRICAL

Long-life LEDs, coupled with a multivolt and dual dimmable capable driver, provide extended service life. Standard input = 9.5 watts, (1'); 18 watts, (2'); 27 watts, (3'); 36 watts, (4'). Fixture is rated to deliver L70 performance at 50,000 hours and operates at 120-277 volts.

This fixture is dimmable by either triac or 0-10V dimming. Use with approved triac or 0-10v dimmer only.

LISTINGS

UL Listed to US and Canadian safety standards. Listed for damp locations. Can be used to comply with California Title 24 Part 6 JA8 High Efficacy LED Light Source Requirements.

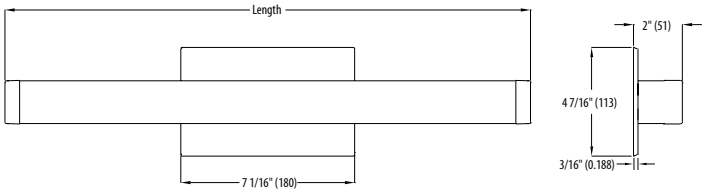
WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

SPECIFICATIONS	1FT	2FT	3FT	4FT
Length	12-9/16 (320)	21-7/16 (545)	33-1/4 (845)	45-1/16 (1145)
Weight	1.55 (.70)	2.15 (.98)	2.55 (1.16)	3.15 (1.43)
3000K Lumens (LPW)	750 (79)	1550 (87)	2350 (88)	2960 (84)
3500K Lumens (LPW)	815 (88)	1725 (99)	2550 (98)	3240 (94)
4000K Lumens (LPW)	830 (87)	1740 (96)	2560 (93)	3200 (89)

All dimensions are inches (millimeters) unless otherwise indicated. Weights are pounds (kilograms).



ORDERING INFORMATION

Example: FMVCSLS 24IN MVOLT 30K35K40K 90CRI BZ

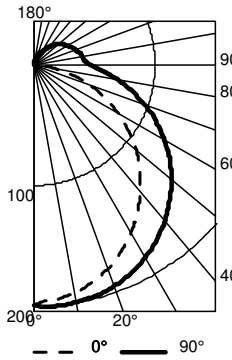
Series	Length	Voltage	Color temperature	CRI	Finish
FMVCSLS Contemporary Square Vanity	**12IN** [1] 1' Nominal **24IN** 2' Nominal **36IN** 3' Nominal **48IN** [2] 4' Nominal	**MVOLT** MVOLT (120V-277V)	**30K35K40K**	**90CRI** >90	**BN** Brushed Nickel **KR** Chrome **BZ** Bronze

Notes
1 Not available in KR (Chrome) finish.
2 Not available in BZ (Bronze) finish.

PHOTOMETRICS

Distribution Curve | **Distribution Data** | **Output Data** | **Coefficient of Utilization** | **Illuminance Data at 30″ Above Floor for a Single Luminaire**

FMVCSLS 12IN, input watts: 9.53, test no. ISF 37690



CP Summary

	0°	90
0°	199	199
5°	195	200
15°	186	198
25°	170	190
35°	149	177
45°	124	158
55°	96	137
65°	65	111
75°	33	84
85°	5	57
90	0	46

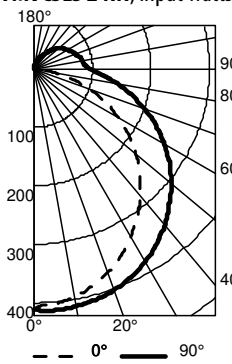
Coefficients of Utilization

pf		20%								
pc		80%			70%			50%		
	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
RCR	0	116	116	116	112	112	112	104	104	104
	1	104	99	94	95	91	87	88	85	82
	2	94	85	78	82	75	70	76	71	66
	3	85	74	65	72	64	57	67	60	55
	4	78	65	56	63	55	48	59	52	46
	5	71	58	49	56	48	41	53	45	39
	6	66	52	43	50	42	36	47	40	34
	7	61	47	38	46	37	31	43	36	30
	8	57	43	34	42	33	28	39	32	27
	9	53	39	31	38	30	25	36	29	24
	10	49	36	28	35	28	22	33	26	22

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	157	20.7	20.7
0° - 40°	260	34.2	34.2
0° - 60°	475	62.4	62.4
0° - 90°	663	87.1	87.1
90° - 120°	68	9.0	9.0
90° - 130°	82	10.8	10.8
90° - 150°	96	12.6	12.6
90° - 180°	98	12.9	12.9
0° - 180°	762	100.0	100.0

FMVCSLS 24IN, input watts 17.92, test no. ISF 37690



CP Summary

	0°	90
0°	411	411
5°	403	414
15°	385	409
25°	352	393
35°	308	366
45°	255	327
55°	198	283
65°	134	230
75°	68	174
85°	11	117
90	0	96

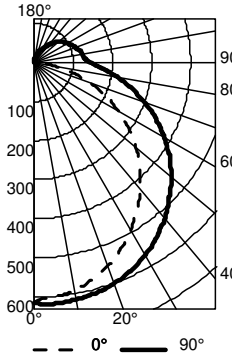
Coefficients of Utilization

pf		20%								
pc		80%			70%			50%		
	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
RCR	0	116	116	116	112	112	112	104	104	104
	1	104	99	94	95	91	87	88	85	82
	2	94	85	78	82	75	70	76	71	66
	3	85	74	65	72	64	57	67	60	55
	4	78	65	56	63	55	48	59	52	46
	5	71	58	49	56	48	41	53	45	39
	6	66	52	43	50	42	36	47	40	34
	7	61	47	38	46	37	31	43	36	30
	8	57	43	34	42	33	28	39	32	27
	9	53	39	31	38	30	25	36	29	24
	10	49	36	28	35	28	22	33	26	22

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	325	20.7	20.7
0° - 40°	538	34.2	34.2
0° - 60°	982	62.4	62.4
0° - 90°	1370	87.1	87.1
90° - 120°	141	9.0	9.0
90° - 130°	170	10.8	10.8
90° - 150°	198	12.6	12.6
90° - 180°	203	12.9	12.9
0° - 180°	1574	100.0	100.0

FMVCSLS 36IN, input watts: 26.64, test no. ISF 37690



CP Summary

	0°	90
0°	614	614
5°	602	618
15°	575	611
25°	525	587
35°	460	546
45°	382	489
55°	295	423
65°	200	344
75°	102	260
85°	17	174
90	0	143

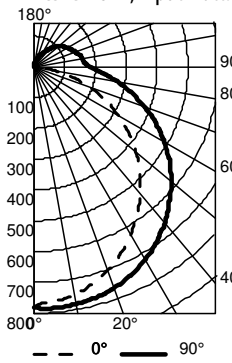
Coefficients of Utilization

pf		20%								
pc		80%			70%			50%		
	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
RCR	0	116	116	116	112	112	112	104	104	104
	1	104	99	94	95	91	87	88	85	82
	2	94	85	78	82	75	70	76	71	66
	3	85	74	65	72	64	57	67	60	55
	4	78	65	56	63	55	48	59	52	46
	5	71	58	49	56	48	41	53	45	39
	6	66	52	43	50	42	36	47	40	34
	7	61	47	38	46	37	31	43	36	30
	8	57	43	34	42	33	28	39	32	27
	9	53	39	31	38	30	25	36	29	24
	10	49	36	28	35	28	22	33	26	22

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	486	20.7	20.7
0° - 40°	803	34.2	34.2
0° - 60°	1467	62.4	62.4
0° - 90°	2047	87.1	87.1
90° - 120°	211	9.0	9.0
90° - 130°	254	10.8	10.8
90° - 150°	296	12.6	12.6
90° - 180°	303	12.9	12.9
0° - 180°	2350	100.0	100.0

FMVCSLS 48IN, input watts 35.18, test no. ISF 37690



CP Summary

	0°	90
0°	780	780
5°	765	786
15°	731	776
25°	668	746
35°	585	694
45°	485	621
55°	375	538
65°	254	437
75°	130	330
85°	21	222
90	0	181

Coefficients of Utilization

pf		20%								
pc		80%			70%			50%		
	pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
RCR	0	116	116	116	112	112	112	104	104	104
	1	104	99	94	95	91	87	88	85	82
	2	94	85	78	82	75	70	76	71	66
	3	85	74	65	72	64	57	67	60	55
	4	78	65	56	63	55	48	59	52	46
	5	71	58	49	56	48	41	53	45	39
	6	66	52	43	50	42	36	47	40	34
	7	61	47	38	46	37	31	43	36	30
	8	57	43	34	42	33	28	39	32	27
	9	53	39	31	38	30	25	36	29	24
	10	49	36	28	35	28	22	33	26	22

Zonal Lumen Summary

Zone	Lumens	% Lamp	% Fixture
0° - 30°	617	20.7	20.7
0° - 40°	1021	34.2	34.2
0° - 60°	1864	62.4	62.4
0° - 90°	2602	87.1	87.1
90° - 120°	268	9.0	9.0
90° - 130°	323	10.8	10.8
90° - 150°	376	12.6	12.6
90° - 180°	386	12.9	12.9
0° - 180°	2988	100.0	100.0

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COMPATIBLE DIMMERS	
The FMVCSLS is designed to operate with most standard Triac Based dimmers and is compatible with 0-10v dimming systems. The following is a list of dimmers tested and does not imply any guarantee or warranty of compatibility with a particular application. Unlisted dimmers do not imply non-compatibility.	
Manufacturer	**Part number(s)**
Lutron	DVELV-300P
	300P SELV
	NTELV-300P
	NLV-600
Leviton	6633-PA
	6615-P
Synergy/Leviton	ISD 400 ELV 120 / IPE04

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Catalog Number	
Notes	
Type	LT-04

Contractor Select™

CPX3P

Three Pane Panel



The CPX3P offers a modern twist on the traditional LED flat panel, featuring a distinctive three-panel light design that enhances visual appeal while maintaining uniform illumination. The CPX3P delivers excellent optical uniformity, high efficacy, and a clean, contemporary appearance while leveraging the proven reliability of the CPX family. Selectable lumen output and color temperature options provide flexibility across a wide range of applications and help reduce SKU count, installation, and inventory management.

FEATURES:

- Decorative center element aesthetic at 2.2" depth
- Color and lumen switching allows for maximum flexibility for contractors, distributors, and end users.
- High efficacy - Up to 144LPW
- 120-347V Standard (UVOLT)
- Switchable fixtures ship standard on the highest lumen output and 4000K switch setting.

3500K 4000K 5000K | Switchable Lumens | IC RATED | C US | DLC LISTED | DLC LISTED PREMIUM | 5X IP RATED

Catalog Number	UPC	Description	Nominal Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty. Pallet Size 50" x 53"
CPX3P 2X2 AL07HE SWW7 UVOLT M4	198935517165	2x2 Three Pane Panel	25L/32L/40L	17W-32W	35K/40K/50K	80	120V-347V	64
CPX3P 2X4 AL08HE SWW7 UVOLT M2	198935517189	2x4 Three Pane Panel	40L/50L/60L	29W-46W	35K/40K/50K	80	120V-347V	32

**See Performance Table below for delivered lumen output

Accessories: *Order as separate catalog number.*

ILBLP CP10 HE SD A	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ‡
ELA PSDMT	Remote mount tray for ILBLP battery.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2. [1]
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2. [1]
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2. [1]
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2. [1]

Notes
1 For MVOLT only, not available with 347V.

PERFORMANCE DATA

Fixture Dimension	Nomenclature	Lumen Setting	Color Temperature	Lumens	Wattage	Efficacy
2x2	CPX3P 2x2 ALO7HE SWW7 UVOLT M4	Low Lumens	3500K	2360	17.7	133.3
			4000K	2444	17.2	142.1
			5000K	2405	17.7	135.9
		Medium Lumens	3500K	3048	23.3	130.8
			4000K	3178	22.6	140.6
			5000K	3096	23.3	132.9
		High Lumens	3500K	4029	31.6	127.5
			4000K	4243	30.5	139.1
			5000K	4107	31.6	130.0
2x4	CPX3P 2x4 ALO8HE SWW7 UVOLT M2	Low Lumens	3500K	4138	30.5	135.7
			4000K	4288	29.7	144.4
			5000K	4221	30.6	137.9
		Medium Lumens	3500K	5046	38.2	132.1
			4000K	5257	36.9	142.5
			5000K	5107	37.9	134.7
		High Lumens	3500K	6021	46.0	130.9
			4000K	6317	44.3	142.6
			5000K	6125	45.8	133.7

Emergency Battery Delivered Lumens

Use the formula below to determine the delivered lumens in emergency mode

Delivered Lumens = P x LPW

P = Output power of emergency driver (10W)

LPW = Lumen per watt rating of the luminaire can be found in Performance section on this spec sheet

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Specifications

INTENDED USE:
The CPX3P offers a modern twist on the traditional LED flat panel, featuring a distinctive three-panel light design that enhances visual appeal while maintaining uniform illumination. The CPX3P delivers excellent optical uniformity, high efficacy, and a clean, contemporary appearance while leveraging the proven reliability of the CPX family. Selectable lumen output and color temperature options provide flexibility across a wide range of applications and help reduce SKU count, installation, and inventory management.

CONSTRUCTION:
The CPX3P is constructed with a steel backplate and a reinforced frame designed to support a three-panel optical assembly. The integrated optical system promotes an Edge-to-edge, fully luminous aesthetic while improving visual comfort.

ELECTRICAL:
Long-life, high-efficiency LEDs deliver excellent lumen maintenance with L80 at 60,000 hours. The CPX3P includes a high-quality driver offering 0–10V dimming down to 10%. The driver includes 2kV surge protection. Integrated, easily accessible switches allow for field selection of lumen output and color temperature during installation. Suitable for use in standard 120–347V applications.

INSTALLATION:
With a slim 2.2-inch profile and lightweight construction, the CPX3P is designed for recessed mounting in standard 15/16-inch and 9/16-inch T-grid ceiling systems. The luminaire may also be installed in hard ceilings using our drywall grid adapter, surface-mounted with our surface-mount kits, or suspended using our aircraft cable kits. Suitable for damp location and plenum use. Ideal for both new construction and renovation projects.

LISTINGS:
CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product.

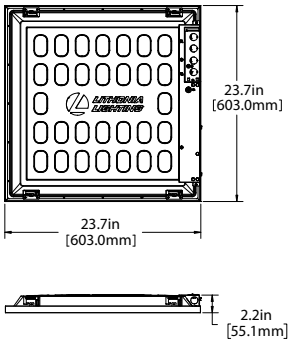
WARRANTY:
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

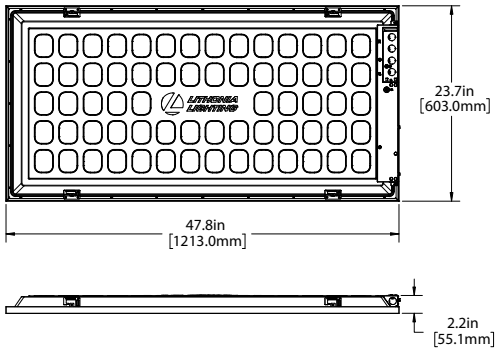
2X2

Length: 23.78" 60.40cm
Width: 23.78" 60.40cm
Depth: 2.2" 56mm



2X4

Length: 47.76" 121.31cm
Width: 23.78" 60.40cm
Depth: 2.2" 56mm



All dimensions are inches (millimeters) unless otherwise indicated.

WEIGHT:
2x2
Unit: 6.43lbs
Unit Carton: 8.0lbs
Master Carton: 32.01lbs

2x4
Unit: 9.65lbs
Unit Carton: 13.11lbs
Master Carton: 26.23lbs

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	LT-05

FEATURES & SPECIFICATIONS

INTENDED USE — Recessed LED troffer for general illumination of Cleanroom ISO 3-9 (FS209E Class 1 - 100,000) environment. Typical applications include electronics manufacturing, pharmaceuticals, healthcare, laboratories, life sciences, and other contamination-controlled environments. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.** Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION — Housing is made from 20-gauge cold rolled steel. Optional top access available (TPA option). Door frame is 16-gauge painted aluminum and lens is diffused acrylic. Solid silicone gasketing design. Durable IK10 rated luminaire.

Finish: All CRS (cold rolled steel) and aluminum parts are finished with electrostatically deposited, thermally set, polyester powder paint after fabrication. Door frame and enclosure finish is NSF-listed.

OPTICS — Long-life LEDs, coupled with high-efficiency drivers, provide extended service life. Lumen maintenance of L80>60,000 hours, L70>100,000 hours.

ELECTRICAL — Thermally protected, resetting, Class P, UL listed, CSA certified driver is standard.

LED driver delivers dimming from a 0-10V control signal. Dims to 1% standard.

Luminaire Surge Protection Level: Designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015.

Optional integrated nLight controls make each luminaire addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Connection to nLight is simple. nLight AIR is commissioned easily through an intuitive mobile app.

INSTALLATION — Lay-in grid, surface mount option, or in-ceiling sheet rock installation using swing-arms with range from 1" to 2" grid height. See drawings for other critical dimensions. Additional sealing method required for sheet rock mounted overlap door. Refer to installation instructions for more information. Swing-arms are not intended to secure fixture without additional support. Line voltage supply wiring entrance opening is 7/8".

SENSOR — **Integrated sensor (individual control):** Sensor Switch SBG family offers low- or high-mount options and integrated occupancy sensors with optional dimming that can allow the luminaire to power off when the space is unoccupied or enough ambient light is entering the space. See page 5 for more details on the integrated sensor.

Integrated Bluetooth Sensor: Sensor Switch SBG family offers low- or high-mount options and integrated occupancy sensors with dimming photocells that allow for changing settings using Bluetooth® communication (up to 100 ft. range) using the SensorSwitch VLP mobile app.

Integrated Smart Sensor (nLight Air Wireless Platform): The SBG sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an integrated photocell using Digital Passive Infrared technology for motion detection, and optional dimming.

LISTINGS — CSA certified to meet U.S. and Canadian standards (UL1598 and UL8750) or NOM Certification. IC rated. Wet location listed. IP65 and IP66 rated. Suitable for Bio Levels 1, 2,3,and 4. Certified for NSF Splash Zone 2 and NSF P442. Suitable for use in USP797 and USP800 rated cleanrooms. NEMA 4X certified. For ambient temperature ratings, see chart on page 4

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

GOVERNMENT PROCUREMENT — BAA – Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Cleanroom LED Recessed Luminaire

SRTL



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

A+ Capable options indicated by this color background.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: 2SRTL G L48 18000LM IAW AFL 277 EZ1 40K 80CRI DWHXD

Series

SRTL	Recessed wet location troffer, 1' wide ‡
2SRTL	Recessed wet location troffer, 2' wide

Trim type

G	Grid (9/16" - 1 1/2" W x 2" H)
F	Flange
SMK	Surface mount kit factory installed ‡

Length

L24	24" ‡
L48	48"

Nominal Lumens ‡

1x4:

White:

3000LM	3,000 lumens
5000LM	5,000 lumens
7000LM	7,000 lumens
10000LM	10,000 lumens
12000LM	12,000 lumens

Red: (630nm LEDs)

800LM	800 lumens
1400LM	1,400 lumens
1900LM	1,900 lumens

Amber: (570nm LEDs)

2000LM	2,000 lumens
4000LM	4,000 lumens
6000LM	6,000 lumens

2x2:

White:

3000LM	3,000 lumens
5000LM	5,000 lumens
7000LM	7,000 lumens
10000LM	10,000 lumens
12000LM	12,000 lumens
15000LM	15,000 lumens
18000LM	18,000 lumens

Red: (630nm LEDs)

800LM	800 lumens
1400LM	1,400 lumens
1900LM	1,900 lumens
2600LM	2,600 lumens

Amber: (570nm LEDs)

2000LM	2,000 lumens
4000LM	4,000 lumens
6000LM	6,000 lumens
8000LM	8,000 lumens
12000LM	12,000 lumens

2x4:

White:

3000LM	3,000 lumens
5000LM	5,000 lumens
7000LM	7,000 lumens
10000LM	10,000 lumens
12000LM	12,000 lumens
15000LM	15,000 lumens
18000LM	18,000 lumens
24000LM	24,000 lumens
30000LM	30,000 lumens

Red: (630nm LEDs)

900LM	900 lumens
2200LM	2,200 lumens
3600LM	3,600 lumens
5000LM	5,000 lumens

Amber: (570nm LEDs)

3000LM	3,000 lumens
5000LM	5,000 lumens
7000LM	7,000 lumens
10000LM	10,000 lumens
12000LM	12,000 lumens
15000LM	15,000Lumens

Door frame

OAW	Overlapping aluminum, white
OAN	Overlapping aluminum, silver
OBSN	Overlapping brushed stainless steel, natural
IAW	Inset aluminum, white
IAN	Inset aluminum, silver
IBSN	Inset brushed stainless steel, natural

Diffuser type

AFL	Acrylic, frosted .125" thick
PCL125	Polycarbonate, clear .125" thick

Voltage

MVOLT	120-277V
120	120V
208	208V
240	240V
277	277V
347	347V ‡

Driver

GZ1	0-10V dimming
EZ1	eldoLED 0-10V, ECOdrive, dimming to 1% min ‡

Color temperature

30K	3000 K
35K	3500 K
40K	4000 K
50K	5000 K
AMB	Amber LEDs
RED	Red LEDs

Color rendering index

80CRI	80 CRI
90CRI	90 CRI
(BLANK)	CRI not required with Amber and Red LEDs

Ordering continued next page

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Ordering information (continued)

Options

ETS	Generator Transfer Device (LINK) ‡
IE10WLCP	Emergency battery pack, 10W, Linear Constant Power Certified in CA Title 20 MAEDBS (LINK) ‡
SF	Single fusing ‡
DF	Double fusing ‡
RRL_	RELOC®-Ready luminaire (See page 8 for ordering information)
NSG	Non- silicone gasketing ‡
SPD	Surge protection (10kV)
SLDM	step level dimming module, 100% to 50% ‡
AO	Field adjustable output
BAA	Buy America(n) Act and/or Build America Buy America Qualified
TPA	Top Access ‡

Individual Controls:

SBG6	360° High Mount sensor, (15-30' mounting heights), on/off occupancy (LINK)
SBG10	360° Low Mount Sensor, (8-15' mounting heights), on/off occupancy(LINK)
SBG6 P	360° High Mount Sensor, (15-30' mounting heights), on/off photocell (LINK)
SBG10 P	360° Low Mount Sensor, (8-15' mounting heights), on/off photocell(LINK)
SBG6 D 3V	360° High Mount sensor, (15-30' mounting heights), high/low occupancy dimming (LINK)
SBG10 D 3V	360° Low Mount sensor, (8-15' mounting heights), high/low occupancy dimming (LINK)

Bluetooth Sensors:

SBG6 OCC BTP	360° High Mount Sensor, (15-45' mounting heights), on/off occupancy, utilizes smart hub for Bluetooth® programmability(LINK)
SBG10 OCC BTP	360° Low Mount Sensor, (7-15' mounting heights), on/off occupancy, utilizes smart hub for Bluetooth® programmability (LINK)
SBG6 HL BTP	360° High Mount Sensor, (15-45' mounting heights), high/low/(off) occupancy dimming, utilizes smart hub for Bluetooth® programmability (LINK)
SBG10 HL BTP	360° Low Mount Sensor, (7-15' mounting heights), high/low/(off) occupancy dimming, utilizes smart hub for Bluetooth® programmability (LINK)
SBG6 ADC BTP	360° High Mount Sensor, (15-45' mounting heights), on/off occupancy with auto dimming photocell, utilizes smart hub for Bluetooth® programmability (LINK)
SBG10 ADC BTP	360° Low Mount Sensor, (7-15' mounting heights), on/off occupancy with auto dimming photocell, utilizes smart hub for Bluetooth® programmability (LINK)
SBG6 ANL BTP	360° High Mount Sensor, (15-45' mounting heights), high/low/(off) occupancy dimming with auto dimming photocell, utilizes smart hub for Bluetooth® programmability (LINK)
SBG10 ANL BTP	360° Low Mount Sensor, (7-15' mounting heights), high/low/(off) occupancy dimming with auto dimming photocell, utilizes smart hub for Bluetooth® programmability (LINK)

nLight Wireless:

NLTAIR2 APIRM	Embedded wireless controls from nLight; passive Infrared Occ sensor with auto-dimming photocell for medium mounting height applications (15 - 30') (LINK)
NLTAIREM2 APIRM	Embedded wireless controls from nLight with UL924 listed emergency operation; passive Infrared Occ sensor with auto-dimming photocell for medium mounting height applications (15 - 30') (LINK)
NLTAIRER2 APIRM	Embedded wireless controls from nLight with UL924 listed emergency operation via power sense leads; Passive Infrared Occ sensor with auto-dimming photocell for medium mounting height applications (15 - 30') (LINK)
NLTAIR2 APIR	Embedded wireless controls from nLight; passive lifrared occ sensor with auto-dimming photocell for low mounting height applications (8 - 15') (LINK)
NLTAIREM2 APIR	Embedded wireless controls from nLight with UL924 listed emergency operation; Passive Infrared Occ sensor with auto-dimming photocell for low mounting height applications (8 - 15') (LINK)
NLTAIRER2 APIR	Embedded wireless controls from nLight with UL924 listed emergency operation via power sense leads; passive Infrared Occ sensor with auto-dimming photocell for low mounting height applications (8 - 15') (LINK)
NLTAIR2 APIRH	Embedded wireless controls from nLight; passive infrared occ sensor with auto-dimming photocell for high mounting height applications (40+') (LINK)
NLTAIREM2 APIRH	Embedded wireless controls from nLight with UL924 listed emergency operation; passive infrared occ sensor with auto-dimming photocell for high mounting height applications (40+') (LINK)
NLTAIRER2 APIRH	Embedded wireless controls from nLight with UL924 listed emergency operation via power sense leads; passive infrared occ sensor with auto-dimming photocell for high mounting height applications (40+') (LINK)
NLTAIR2	Embedded wireless controls from nLight (LINK)
NLTAIREM2	Embedded wireless controls from nLight with UL924 listed emergency operation (LINK)
NLTAIRER2	Embedded wireless controls from nLight with UL924 listed emergency operation via power sense leads (LINK)

Finish

DWAM	Antimicrobial, white
DWHXD	Super durable, white

Accessories: *Order as separate catalog number.*

XRTL XLF L48 XXX FLANGE KIT	Field installable extra-large flange kit, for use with SRTL product utilizing inset doors. ‡
2XRTL XLF L24 XXX FLANGE KIT	Field installable extra-large flange kit for use with 2SRTL L24 fixtures utilizing inset doors. ‡
2XRTL XLF L48 XXX FLANGE KIT	Field installable extra-large flange kit for use with 2STRL L48 utilizing inset doors. ‡

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CONFIGURATIONS

Lumens	1' X 4'	2' X 2'	2' X 4'
3,000LM	X	X	X
5,000LM	X	X	X
7,000LM	X	X	X
10,000LM	X	X	X
12,000LM	X	X	X
15,000LM		X	X
18,000LM		X	X
24,000LM			X
30,000LM			X

ADJUSTABLE OUTPUT PERFORMANCE

AO	Lumen Output	Wattage
1	19%	19%
2	29%	27%
3	42%	40%
4	55%	53%
5	70%	68%
6	81%	19%
7	95%	94%
8	100%	100%

‡ Option Value Ordering Restrictions	
Option value	**Restriction**
1 X 4 10000LM, 12000LM	Must specify voltage. Not available MVOLT.
2X2 15000LM, 18000LM	Must specify voltage. Not available with MVOLT. Not available with IE10WLCP
2 X 2 2600LM RED, 8000LM AMB, 12000LM AMB, 10000LM, 12000LM	Must specify voltage. Not available with MVOLT.
2X4 5000LM RED, 15000LM AMB, 15000LM, 18000LM 24000LM, 30000LM	Must specify voltage. Not available with MVOLT.
347	Not available with SF, E10WLCP, ETS, or EZ1 options.
AO	Not available with SLDM option or any dimming sensor option.
DF	Only available with 208v or 240v.
IE10WLCP	Must specify voltage. Not available with MVOLT, 347V, ETS, or 2SRTL L24 when 15000LM or 18000LM are required. For use in ambient temperatures from 0°C (32°F) to 25°C (77°F).
ETS	Not available with sensors that have ER option.
EZ1	Not available with 347V.
L24	Available with 2SRTL only..
NSG	Not available with control options.
SF	Available with 120 or 277.
SLDM	Not available with any other control option, 347V, E10WLCP, or ETS. Not available with SRTL L48 10000LM, 12000LM, 2SRTL L24 10000LM, 12000LM, 15000LM 18000LM or 2SRTL L48 10000LM, 12000LM, 15000LM, 18000LM, 24000LM or 30000LM.
SMK	Available with inset doors only. (IAW, IAN, and IBSN). Not available with TPA option.
SRTL	Only available with L48 length.
TPA	Not available with SMK option.
XRTL FLANGE KIT	Compatible with inset doors only. (IAW, IAN, IBSN) XXX denotes paint finish (must be specified) Field installable only. See page 10 for dimensions.

AMBIENT TEMPERATURE & IC RATINGS

Fixture	Fixture Length	Lumens	Color Temp	IC Rated	Base Fixtures		Any Control Option		ETS or ER Control		E10WLCP Battery ‡		Supply Wire	
					°C	°F	°C	°F	°C	°F	°C	°F	°C	°F
SRTL	L48	800LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		1400LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		1900LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		2000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		3000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		4000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		5000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		6000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		7000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		10000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		12000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
2SRTL	L24	800LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		1400LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		1900LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		2000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		2600LM	RED	Non IC	40	104	40	104	35	95	25	77	90	194
		3000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		4000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		5000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		6000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		7000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		8000LM	AMB	Non IC	40	104	40	104	35	95	25	77	90	194
		10000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		12000LM	AMB	Non IC	40	104	40	104	25	77	NA	NA	90	194
		12000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		15000LM	Static White	Non IC	40	104	40	104	25	77	NA	NA	90	194
		18000LM	Static White	Non IC	35	95	35	95	NA	NA	NA	NA	90	194

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AMBIENT TEMPERATURE & IC RATINGS

Fixture	Fixture Length	Lumens	Color Temp	IC Rated	Base Fixtures		Any Control Option		ETS or ER Control		E10WLCP Battery ‡		Supply Wire	
					°C	°F	°C	°F	°C	°F	°C	°F	°C	°F
2SRTL	L48	900LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		2200LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		3000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		3000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		3600LM	RED	IC	40	104	40	104	30	86	30	86	90	194
		5000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		5000LM	RED	Non IC	40	104	40	104	35	95	25	77	90	194
		5000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		7000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		7000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		10000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		10000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		12000LM	AMB	IC	40	104	40	104	30	86	30	86	90	194
		12000LM	Static White	IC	40	104	40	104	30	86	30	86	90	194
		15000LM	AMB	Non IC	40	104	40	104	35	95	25	77	90	194
		15000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		18000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		24000LM	Static White	Non IC	40	104	40	104	35	95	25	77	90	194
		30000LM	Static White	Non IC	35	95	35	95	NA	NA	NA	NA	90	194

LUMEN MAINTENANCE

				Operating Hours					
Fixture	Fixture Length	Lumens Package	Color Temp	0	15000	30000	45000	60000	100000
SRTL	L48	3000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		5000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		7000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		10000LM	30K, 35K, 40K, 50K	100	97.4	96.13	94.89	93.66	90.46
		12000LM	30K, 35K, 40K, 50K	100	97.4	96.13	94.89	93.66	90.46
2SRTL	L24	3000LM	30K, 35K, 40K, 50K	100	97.13	95.6	94.1	92.62	88.79
		5000LM	30K, 35K, 40K, 50K	100	97.13	95.6	94.1	92.62	88.79
		7000LM	30K, 35K, 40K, 50K	100	97.13	95.6	94.1	92.62	88.79
		10000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		12000LM	30K, 35K, 40K, 50K	100	96.89	95.13	93.41	91.72	87.35
		15000LM	30K, 35K, 40K, 50K	100	96.67	94.7	92.77	90.88	86.02
		18000LM	30K, 35K, 40K, 50K	100	95.93	93.6	91.33	89.11	83.46
2SRTL	L48	3000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		5000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		7000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		10000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		12000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		15000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		18000LM	30K, 35K, 40K, 50K	100	97.63	96.5	95.38	94.27	91.39
		24000LM	30K, 35K, 40K, 50K	100	97.13	95.6	94.1	92.62	88.79
		30000LM	30K, 35K, 40K, 50K	100	96.96	95.27	93.61	91.98	87.78

IMPACT RESISTANCE

Lens Material	Rating
Acrylic	IK10

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LAT FACTORS

Lumen Ambient Temperature Table

SRTL L48 - Static White						
Temp (oC)	Temp (oF)	3000 LM	5000 LM	7000 LM	10000 LM	12000 LM
-20	-4	1.05	1.06	1.05	1.06	1.06
-15	5	1.05	1.05	1.05	1.05	1.05
-10	14	1.04	1.04	1.04	1.05	1.05
-5	23	1.04	1.04	1.04	1.04	1.04
0	32	1.03	1.03	1.03	1.04	1.04
5	41	1.03	1.03	1.03	1.03	1.03
10	50	1.02	1.02	1.02	1.02	1.02
15	59	1.01	1.01	1.01	1.01	1.01
20	68	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00
30	86	0.99	0.99	0.99	0.99	0.99
35	95	0.99	0.99	0.99	0.98	0.98
40	104	0.98	0.98	0.98	0.98	0.98

2SRTL L24 - Static White								
Temp (oC)	Temp (oF)	3000 LM	5000 LM	7000 LM	10000 LM	12000 LM	15000 LM	18000 LM
-20	-4	1.05	1.05	1.06	1.06	1.06	1.07	1.07
-15	5	1.05	1.05	1.05	1.06	1.06	1.06	1.06
-10	14	1.04	1.04	1.04	1.05	1.05	1.05	1.05
-5	23	1.04	1.04	1.04	1.04	1.04	1.05	1.05
0	32	1.03	1.03	1.03	1.04	1.04	1.04	1.04
5	41	1.03	1.03	1.03	1.03	1.03	1.03	1.03
10	50	1.02	1.02	1.02	1.02	1.02	1.02	1.02
15	59	1.01	1.01	1.01	1.02	1.02	1.02	1.02
20	68	1.01	1.01	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30	86	0.99	0.99	0.99	0.99	0.99	0.99	0.99
35	95	0.99	0.99	0.99	0.98	0.98	0.98	0.98
40	104	0.98	0.98	0.98	0.98	0.98	0.97	NA

2SRTL L24 - Static White										
Temp (oC)	Temp (oF)	3000 LM	5000 LM	7000 LM	10000 LM	12000 LM	15000 LM	18000 LM	24000 LM	30000 LM
-20	-4	1.05	1.05	1.06	1.06	1.06	1.06	1.06	1.06	1.06
-15	5	1.05	1.05	1.05	1.05	1.05	1.05	1.06	1.06	1.06
-10	14	1.04	1.04	1.04	1.05	1.05	1.05	1.05	1.05	1.05
-5	23	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04	1.04
0	32	1.03	1.03	1.03	1.04	1.04	1.04	1.04	1.04	1.04
5	41	1.02	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
10	50	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
15	59	1.01	1.01	1.01	1.02	1.02	1.01	1.02	1.02	1.02
20	68	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30	86	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
35	95	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98
40	104	0.98	0.98	0.98	0.98	0.98	0.98	0.97	0.98	NA

SRTL L48 - Amber				
Temp (oC)	Temp (oF)	2000 LM	4000 LM	6000 LM
-20	-4	1.06	1.07	1.07
-15	5	1.06	1.06	1.07
-10	14	1.05	1.06	1.06
-5	23	1.05	1.05	1.05
0	32	1.04	1.04	1.05
5	41	1.03	1.04	1.04
10	50	1.03	1.03	1.03
15	59	1.02	1.02	1.02
20	68	1.01	1.01	1.01
25	77	1.00	1.00	1.00
30	86	0.99	0.99	0.99
35	95	0.98	0.98	0.98
40	104	0.97	0.97	0.97

2SRTL L24 - Amber						
Temp (oC)	Temp (oF)	2000LM	4000LM	6000LM	8000LM	12000LM
-20	-4	1.07	1.07	1.08	1.09	1.11
-15	5	1.06	1.07	1.07	1.08	1.10
-10	14	1.06	1.06	1.06	1.07	1.09
-5	23	1.05	1.05	1.06	1.06	1.08
0	32	1.04	1.05	1.05	1.05	1.06
5	41	1.04	1.04	1.04	1.05	1.05
10	50	1.03	1.03	1.03	1.03	1.04
15	59	1.02	1.02	1.02	1.02	1.03
20	68	1.01	1.01	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00
30	86	0.99	0.99	0.99	0.99	0.99
35	95	0.98	0.98	0.98	0.97	0.97
40	104	0.97	0.97	0.96	0.96	0.95

2SRTL L24 - Static White							
Temp (oC)	Temp (oF)	3000 LM	5000 LM	7000 LM	10000 LM	12000 LM	15000 LM
-20	-4	1.06	1.07	1.09	1.08	1.09	1.10
-15	5	1.06	1.06	1.09	1.08	1.08	1.09
-10	14	1.05	1.06	1.08	1.07	1.07	1.08
-5	23	1.05	1.05	1.07	1.06	1.07	1.07
0	32	1.04	1.04	1.06	1.05	1.06	1.06
5	41	1.03	1.04	1.05	1.04	1.05	1.05
10	50	1.03	1.03	1.05	1.03	1.04	1.04
15	59	1.02	1.02	1.04	1.02	1.02	1.03
20	68	1.01	1.01	1.03	1.01	1.01	1.01
25	77	1.00	1.00	1.00	1.00	1.00	1.00
30	86	0.99	0.99	1.00	0.99	0.99	0.99
35	95	0.98	0.98	0.99	0.97	0.97	0.97
40	104	0.97	0.97	0.98	0.96	0.96	0.96

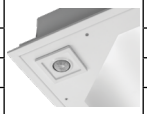
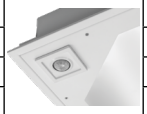
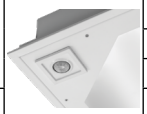
2SRTL L24 - Red					
Temp (oC)	Temp (oF)	800LM	1400LM	1900LM	2600LM
-20	-4	1.28	1.28	1.29	1.31
-15	5	1.25	1.25	1.26	1.28
-10	14	1.22	1.22	1.23	1.24
-5	23	1.19	1.19	1.20	1.21
0	32	1.16	1.16	1.17	1.17
5	41	1.13	1.13	1.13	1.14
10	50	1.10	1.10	1.10	1.11
15	59	1.06	1.07	1.07	1.07
20	68	1.03	1.03	1.03	1.04
25	77	1.00	1.00	1.00	1.00
30	86	0.97	0.97	0.97	0.96
35	95	0.93	0.93	0.93	0.93
40	104	0.90	0.90	0.90	0.89

2SRTL L48 - Red					
Temp (oC)	Temp (oF)	900LM	2200LM	3600LM	5000LM
-20	-4	1.27	1.29	1.31	1.34
-15	5	1.24	1.26	1.28	1.30
-10	14	1.21	1.23	1.24	1.27
-5	23	1.18	1.20	1.21	1.23
0	32	1.15	1.16	1.18	1.19
5	41	1.12	1.13	1.14	1.15
10	50	1.09	1.10	1.11	1.12
15	59	1.06	1.07	1.07	1.08
20	68	1.03	1.03	1.04	1.04
25	77	1.00	1.00	1.00	1.00
30	86	0.97	0.97	0.96	0.96
35	95	0.94	0.93	0.93	0.92
40	104	0.90	0.90	0.89	0.88

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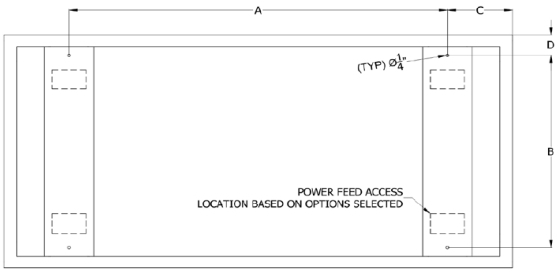
SBG EZ – EMBEDDED Motion Sensor (see www.acuitycontrols.com for additional information)

- 360° coverage
- On/Off dim
- Photocell optional
- IP66 rated
- Photocell and 0-10VDC dimming options.

			Out of the box settings						
Control Type	**Sensor Nomenclature**	**Sensor Used**	**Unoccupied Time Until Dim**	**Dim to Off Time Delay**	**Occupied Dim Level**	**Unoccupied Dim Level**	**Daylighting Set Point**	**Fixture Image with Sensor**	**Notes**
Standalone	SBG10	SBG 10 EZ WH 0V	5M	n/a	100%	0V	n/a		
	SBG10 D	SBG 10 EZ WH 3V	5M	n/a	100%	30%	n/a		
	SBG10 P	SBG 10 EZ P WH 0V 10M	10M	n/a	100%	0V	5FC		
	SBG6	SBG 6 EZ WH 0V	5M	n/a	100%	0V	n/a		
	SBG6 D	SBG 6 EZ WH 3V	5M	n/a	100%	30%	n/a		
	SBG6 P	SBG 6 EZ P WH 0V 10M	10M	n/a	100%	0V	5FC		
Bluetooth	SBG10 OCC BTP	SBG10 BTP OCC	10M	n/a	10V	n/a	n/a		Not a dimming sensor, so no dim to off, it just goes off
	SBG10 HL BTP	SBG10 BTP HL	10M	2.5M	10V	10%	n/a		
	SBG10 ADC BTP	SBG10 BTP ADC	10M	2.5M	10V	10%	50FC		
	SBG10 ANL BTP	SBG10 BTP ANL	10M	n/a	10V	10%	50FC		Never off due to occupancy
	SBG6 OCC BTP	SBG6 BTP OCC	10M	n/a	10V	n/a	n/a		Not a dimming sensor, so no dim to off, it just goes off
	SBG6 HL BTP	SBG6 BTP HL	10M	2.5M	10V	10%	n/a		
	SBG6 ADC BTP	SBG6 BTP ADC	10M	2.5M	10V	10%	50FC		
	SBG6 ANL BTP	SBG6 BTP ANL	10M	n/a	10V	10%	50FC		Never off due to occupancy
NLTAIR2	APIR	RSBG10	7.5M	2.5M	100%	10%	50FC		
	APIRM	RSBG6							
	APIRH	RSBG40							
NLTAIREM2	APIR	RSBG10	7.5M	2.5M	100%	10%	50FC		
	APIRM	RSBG6							
	APIRH	RSBG40							
NLTAIRER2	APIR	RSBG10	7.5M	2.5M	100%	10%	50FC		
	APIRM	RSBG6							
	APIRH	RSBG40							
NLTAIR2	NLTAIR2	RIO	n/a	n/a	80%	n/a	n/a		Not a sensor

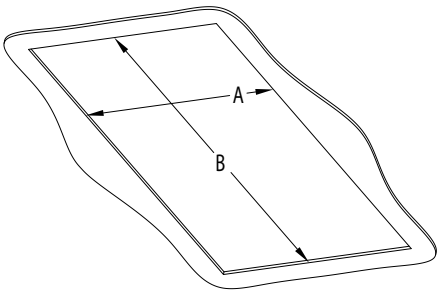
MOUNTING DATA

Surface mount dimensions



LUMINAIRE	DIMENSIONS			
	A	B	C	D
2X2	12-3/16"	20-3/8"	6-1/4"	2-3/16"
2X4	38"	20-1/2"	6-1/4"	2-3/16"
1X4	38"	8-3/8"	6-3/4"	2-3/16"

Flange rough-in dimensions



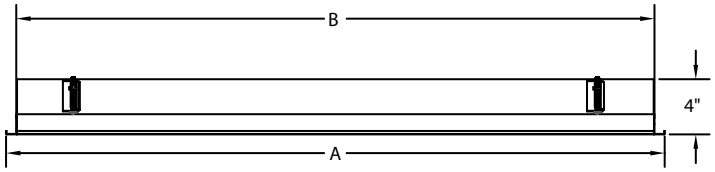
SIZE	A	B
1x4	10 3/4"	46 3/4"
2x2	22 3/4"	22 3/4"
2x4	22 3/4"	46 3/4"

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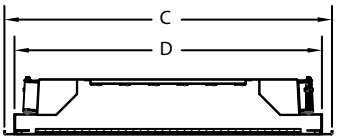
DIMENSIONS

All dimensions are in inches (centimeters) unless otherwise indicated.
Dimensions may vary with options or accessories.
Standard height of fixtures is 4". Depending on configuration, a back box may be included which adds 2 5/8" to its height.

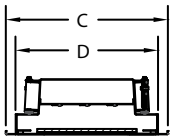
Weight: (may vary with options or accessories)
1x4: 24 lbs (10.9 kg)
2x2: 23 lbs (10.43 kg)
2x4: 45 lbs (20.41 kg)



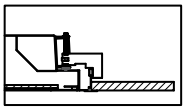
SIDE VIEW



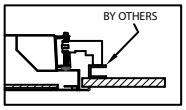
FRONT VIEW
2SRTL



FRONT VIEW
SRTL

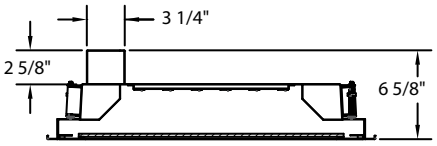


GRID MOUNTING
INSET

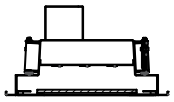


FLANGE MOUNTING
INSET

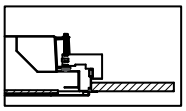
	(A) Flange Length, Inset Door	(A) Flange Length, Overlap Door	(B) Housing Length	(C) Flange Width, Inset Door	(C) Flange Width, Overlap Door	(D) Housing Width
2x4	47.92	47.38	46.72	23.92	23.38	22.52
1x4	47.92	47.38	46.72	11.88	11.34	10.47
2x2	23.92	23.38	22.52	23.92	23.38	22.52



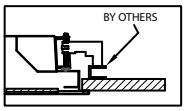
FRONT VIEW
BACK BOX
2SRTL



FRONT VIEW
BACK BOX
SRTL

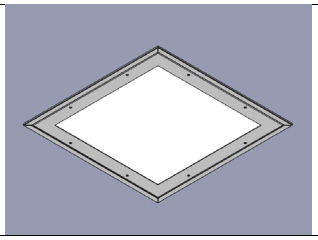


GRID MOUNTING
OVERLAP

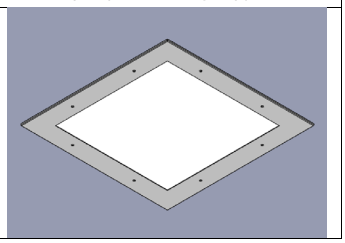


FLANGE MOUNTING
OVERLAP

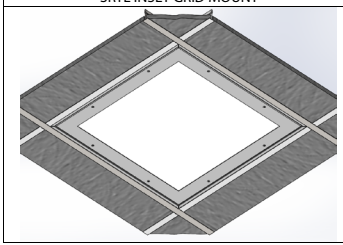
SRTL INSET FLANGE MOUNT



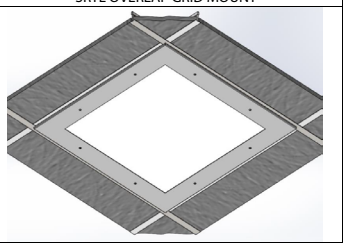
SRTL OVERLAP FLANGE MOUNT



SRTL INSET GRID MOUNT

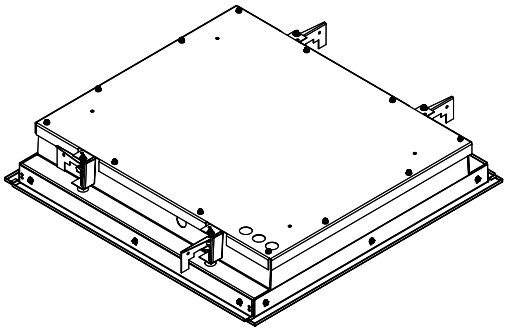


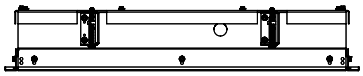
SRTL OVERLAP GRID MOUNT



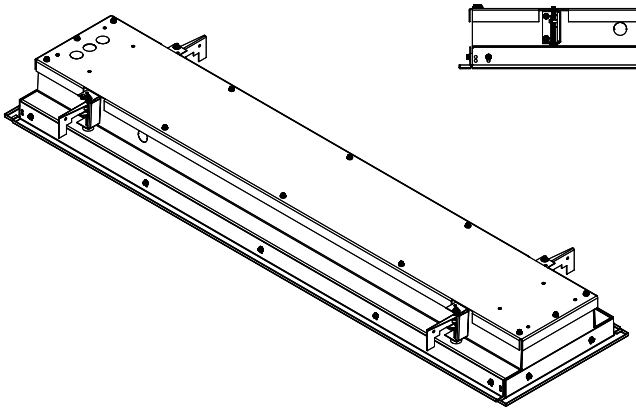
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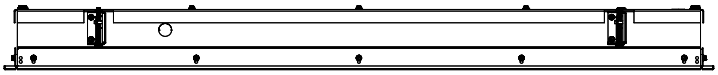
SRTL with Top Access



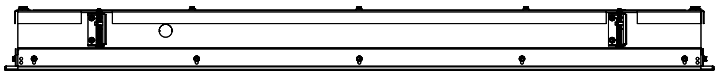


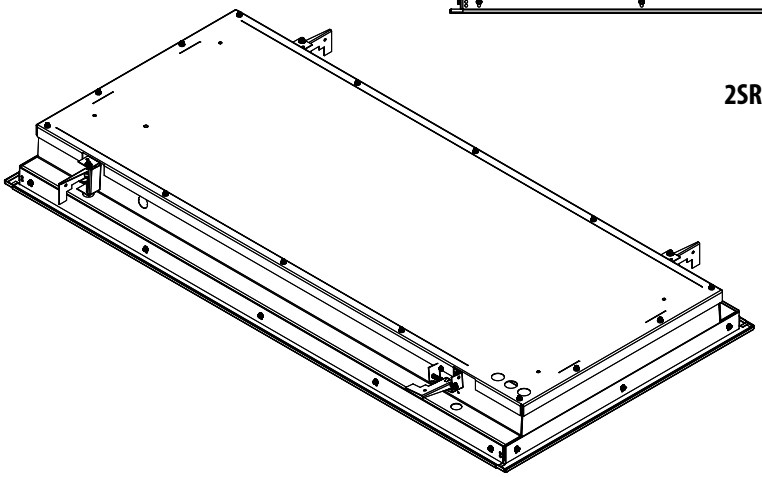
2SRTL L24 (2X2)





SRTL L48 (1X4)





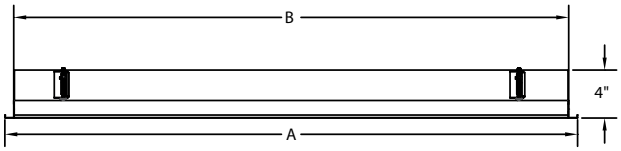
2SRTL L48 (2X4)

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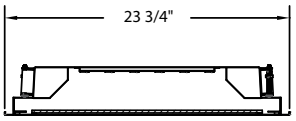
DIMENSIONS

All dimensions are in inches (centimeters) unless otherwise indicated.
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Standard height of fixture is 4". Depending on configuration, a back box may be included which adds 2 5/8" to its height.

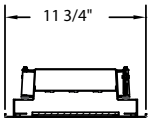
Weight: (may vary with options or accessories)
1x4: 24 lbs (10.9 kg)
2x2: 23 lbs (10.43 kg)
2x4: 45 lbs (20.41 kg)



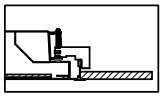
SIDE VIEW

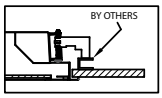


FRONT VIEW
2SRTL



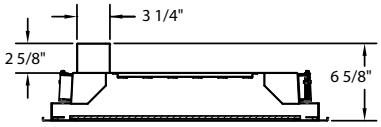
FRONT VIEW
SRTL


GRID MOUNTING
INSET

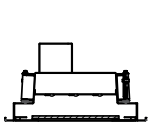


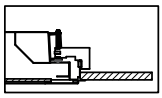
FLANGE MOUNTING
INSET

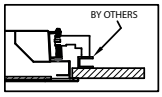
Series	Length	(A) Flange Length	(B) Housing Length
2SRTL	L48	47-3/4"	46-1/4"
2SRTL	L24	23-3/4"	22-1/4"
SRTL	L48	47-3/4"	46-1/4"



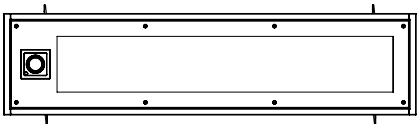
FRONT VIEW
BACK BOX
2SRTL

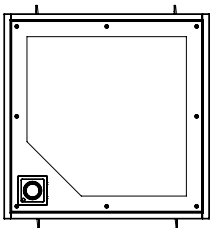

FRONT VIEW
BACK BOX
SRTL

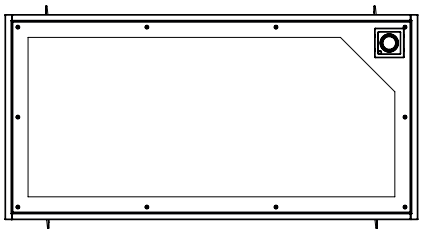

GRID MOUNTING
OVERLAP

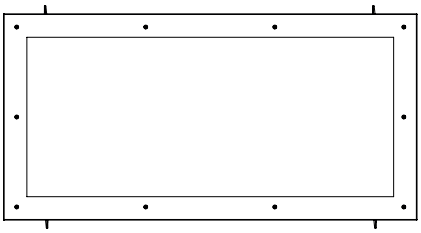


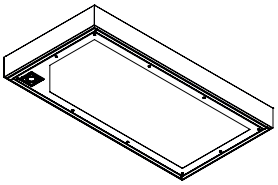
FLANGE MOUNTING
OVERLAP


1X4 with Sensor, Inset Door Frame


2X2 with Sensor, Inset Door Frame


2X4 with Sensor, Inset Door Frame


2X4 Overlap Door


2X4 with Sensor, Inset Door, Surface Mount Kit

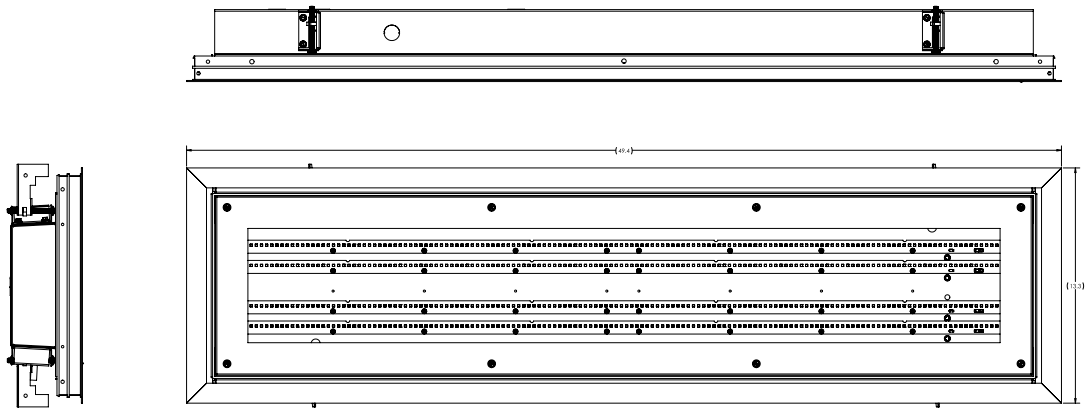
PHOTOMETRICS

See www.AcuityBrands.com
Photometry files include UGR rating chart.

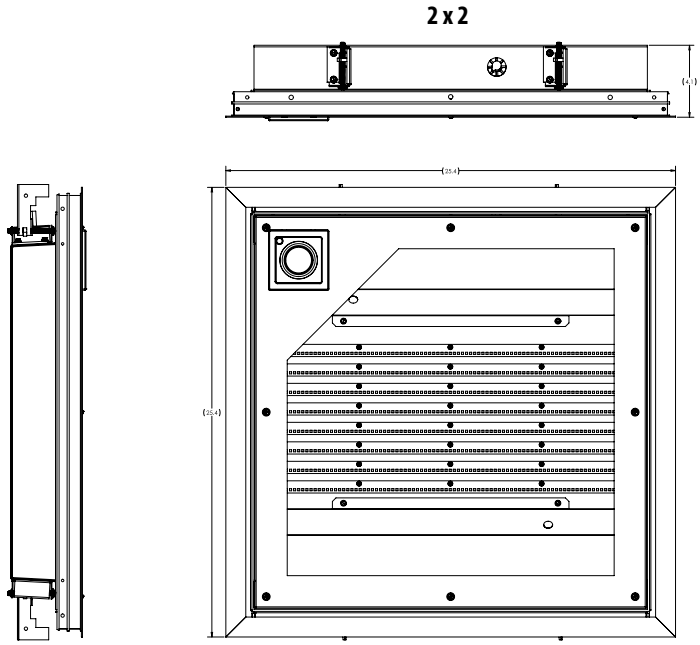
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XLF FLANGE KIT DIMENSIONS

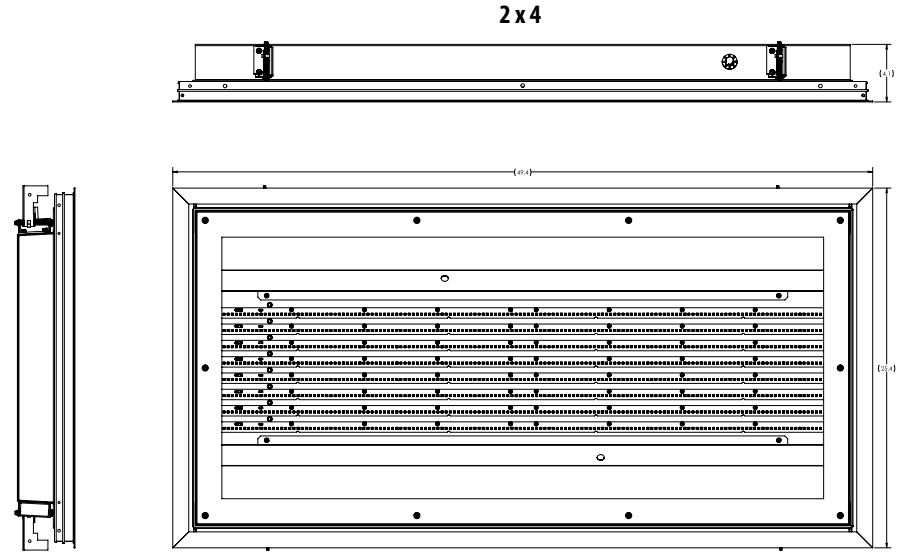
1 x 4



2 x 2



2 x 4



	(A) Flange Length	(B) Flange Width	(C) Flange Depth
1X4	49.4"	13.3"	4.1"
2X2	25.4"	25.4"	4.1"
2X4	49.4"	25.4	4.1"

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OPERATIONAL DATA

SRTL 1 X 4					Nominal Lumens							
CCT					3000K		3500K		4000K		5000K	
CRI					80CRI	90CRI	80CRI	90CRI	80CRI	90CRI	80CRI	90CRI
Series	Fixture length	Lumen package	Voltage	Wattage								
SRTL	L48	3000LM	347	24	2897	2535	2938	2596	3018	2636	3078	2736
			MVOLT									
		5000LM	347	38	4967	4347	5036	4450	5174	4519	5278	4691
			MVOLT									
		7000LM	347	55	6764	5919	6858	6060	7046	6154	7187	6389
			MVOLT									
		10000LM	347	84	9667	8458	9801	8660	10069	8794	10271	9130
			MVOLT									
		12000LM	347	98	11588	10139	11749	10381	12071	10542	12312	10944
			MVOLT									

2SRTL 2 X 2					Nominal Lumens							
CCT					3000K		3500K		4000K		5000K	
CRI					80CRI	90CRI	80CRI	90CRI	80CRI	90CRI	80CRI	90CRI
Series	Fixture length	Lumen package	Voltage	Wattage								
2SRTL	L24	3000LM	347	26	2927	2561	2967	2622	3049	2662	3109	2764
			MVOLT	24								
		5000LM	347	40	4905	4292	4974	4394	5110	4463	5212	4633
			MVOLT									
		7000LM	347		6801	5951	6896	6093	7085	6187	7226	6423
			MVOLT	55								
		10000LM	347	91	9604	8403	9737	8603	10004	8737	10204	9070
			MVOLT	81								
		12000LM	347	109	11534	10092	11694	10333	12015	10493	12255	10893
			MVOLT	99								
		15000LM	347	136	14481	12671	14682	12972	15084	13174	15386	13676
			MVOLT	122								
		18000LM	347	144	16502	14439	16731	14783	17189	15012	17533	15585
			MVOLT	143								

2SRTL 2 X 4					Nominal Lumens							
CCT					3000K		3500K		4000K		5000K	
CRI					80CRI	90CRI	80CRI	90CRI	80CRI	90CRI	80CRI	90CRI
Series	Fixture length	Lumen package	Voltage	Wattage								
2SRTL	L48	3000LM	347	27	2999	2625	3041	2687	3124	2729	3187	2833
			MVOLT	22								
		5000LM	347	37	4816	4214	4883	4315	5017	4382	5117	4549
			MVOLT									
		7000LM	347	54	6761	5916	6855	6057	7043	6150	7183	6385
			MVOLT	50								
		10000LM	347	77	10048	8792	10187	9001	10466	9141	10676	9490
			MVOLT	77								
		12000LM	347	92	11673	10214	11835	10457	12159	10619	12403	11024
			MVOLT	86								
		15000LM	347	115	14473	12663	14674	12965	15076	13166	15377	13668
			MVOLT	105								
		18000LM	347	141	17386	15213	17627	15575	18110	15816	18472	16420
			MVOLT	128								
		24000LM	347	126	23088	20202	23408	20683	24050	21004	24531	21805
			MVOLT	170								
		30000LM	347	232	28793	25194	29193	25794	29993	26193	30592	27193
			MVOLT	215								

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RED LED OPERATIONAL DATA

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
SRTL	L48	800LM	347	18	818
			MVOLT	17	
		1400LM	347	31	1419
			MVOLT	30	
		1900LM	347	43	1910
			MVOLT	42	

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
2SRTL	L24	800LM	347	20	823
			MVOLT	20	
		1400LM	347	32	1477
			MVOLT	31	
		1900LM	347	45	2045
			MVOLT	44	
		2600LM	347	67	2827
			MVOLT	65	

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
2SRTL	L48	900LM	347	18	936
			MVOLT	17	
		2200LM	347	43	2212
			MVOLT	42	
		3600LM	347	74	3623
			MVOLT	72	
		5000LM	347	106	4914
			MVOLT	103	

AMBER LED OPERATIONAL DATA

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
SRTL	L48	2000LM	347	23	2335
			MVOLT	23	
		4000LM	347	36	4043
			MVOLT	35	
		6000LM	347	62	6098
			MVOLT	60	

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
2SRTL	L24	2000LM	347	25	2012
			MVOLT	24	
		4000LM	347	45	4209
			MVOLT	44	
		6000LM	347	68	6190
			MVOLT	66	
		8000LM	347	94	8142
			MVOLT	92	
		12000LM	347	141	11909
			MVOLT	138	

Series	Fixture length	Lumen package	Voltage	Wattage	Nominal Lumens
2SRTL	L48	3000LM	347	26	3034
			MVOLT	25	
		5000LM	347	44	5095
			MVOLT	43	
		7000LM	347	61	7076
			MVOLT	60	
		10000LM	347	90	9948
			MVOLT	88	
		12000LM	347	104	12065
			MVOLT	102	
		15000LM	347	133	14778
			MVOLT	130	

RRL - RELOC®-Ready Luminaire

- RRL connectors to be used with the OnePass system.
- Load side of connector factory installed to luminaire.
- 4-pole mating connector with push-in terminations allows for simple installation.
- Touch-safe design on both halves meets UL/CSA requirement.
- Wiping contact design allows safe disconnect under load.



ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: RRLA

Series		Wiring instructions	
RRL	RELOC®-ready luminaire	A	Hot conductor wired to position #1 (phase A); non-dimming
		B	Hot conductor wired to position #2 (phase B); non-dimming
		AE	Hot conductor wired to position #1 (phase A), hot conductor #2 wired to position #2 (phase B); non-dimming [1]
		C12S	Hot conductor in position #1 (phase A), low voltage conductor #1 in position #2,low voltage conductor #2 in position #3; dimming [2]

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	

DIGITAL NAVIGATION

Ordering Tree nLight Platform Sensor Switch JOT Photometrics Performance Data

FEATURES & SPECIFICATIONS

INTENDED USE — The BLWP LED Wrap/ Wall bracket expands the BLT family with the features and aesthetics of the popular BLT and BLTR center basket design with a clean, versatile style and volumetric distribution. High efficacy LED light engines deliver energy savings and low maintenance compared to traditional sources. An extensive selection of configurations and options make the BLWP the perfect choice for many lighting applications including schools, offices, stairwells and other commercial spaces. With multiple mounting options, easy installation, and controls configurations, the BLWP is an excellent choice for renovation and new construction.

CONSTRUCTION — BLWP enclosure components are die-formed for dimensional consistency. For 2' and 4' product, hinged door frame allows easy access to electrical components and mounting locations without having to remove additional parts. For 8' product, suspension aircraft cables allow easy access to electrical components and mounting locations without having to remove additional parts. Available in three paint finishes: white (pre-paint), painted after fabrication white, and natural aluminum. Diffusers are extruded from impact modified acrylic for increased durability. Optional polycarbonate lens available for additional impact resistance, as well as Tamper Proof screws.

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions and vertical and horizontal work surfaces – rendering the interior space, objects and occupants in a more balanced, complimentary luminous environment. High performance extruded acrylic diffusers conceal LEDs and efficiently deliver light in a volumetric distribution. Five diffuser choices available - curved and square designs with ribbed, a smooth frosted finish, and a smooth polycarbonate finish.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and qualityof illumination for extended service life. 80% LED lumen maintenance at 60,000 hours (L80/60,000). Replaces 2 lamp fluorescent.

Configurable BLWP: Available in High Efficiency (HE) versions for applications where a lower wattage (over the standard product) is required. The High Efficiency versions deliver >130 LPW and can be specified via the Lumen Package designations in the Ordering Information on page 2.

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Lumen Management: Unique lumen management system (option N80) provides on board intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Driver disconnect provided where required to comply with US and Canadian codes.

CONTROLS — Standalone Embedded Controls — BLWP is available with (wired or wireless) standalone embedded controls by SensorSwitch. A wired SensorSwitch or wireless SensorSwitch AIR (sensor and/or control device) can be embedded within this luminaire.

Networked Embedded Controls — BLWP is available with (wired or wireless) networked embedded controls by nLight®, addressing requirements of Luminaire Level Lighting Controls (LLLC).
A wired nLight or wireless nLight AIR (sensor and/or control device) can be embedded within this luminaire.

INSTALLATION — Intended for surface or suspend mounting. For row mounting and quick mounting to junction boxes see accessories section. Suitable for damp location.

LISTINGS — CSA Certified to meet U.S. and Canadian standards.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

GOVERNMENT PROCUREMENT — BAA – Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.
BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

Low Profile LED Wraparound

BLWP

2', 4' and 8' Lengths

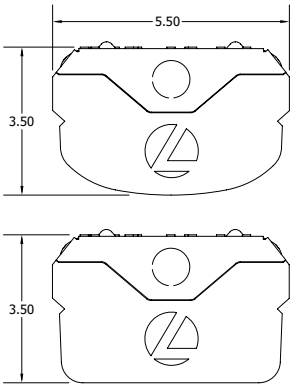


Specifications

2' Dimensions
Length: 24 (60.96)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)

4' Dimensions
Length: 48 (121.92)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)

8' Dimensions
Length: 96 (243.84)
Width: 5.50 (13.97)
Depth: 3.50 (8.89)



All dimensions are inches (centimeters) unless otherwise specified.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning when used with Acuity Brands controls products.
All configurations of this luminaire are calibrated and tested to meet the Acuity Brands' specifications for chromatic consistency – including color rendering, color fidelity, and color temperature tolerance around standard CIE chromaticity coordinates.

To learn more about Acuity A+ standards, specifications, and testing visit www.acuitybrands.com/aplus.

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

BLWP Low Profile LED Wraparound

Design Select options indicated by this color background.

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: BLWP4 40L ADP GZ10 LP840

Series

BLWP2	2' LED Wraparound
BLWP4	4' LED Wraparound
BLWP8	8' LED Wraparound

Lumens ‡

Standard Efficiency (>100 LPW)		High Efficiency ‡ (>130 LPW)	
8L	800 Lumens	8LHE	800 Lumens
20L	2000 Lumens	20LHE	2000 Lumens
33L	3300 Lumens	33LHE	3300 Lumens
40L	4000 Lumens	40LHE	4000 Lumens
48L	4800 Lumens	48LHE	4800 Lumens
15L	1500 Lumens	15LHE	1500 Lumens
20L	2000 Lumens	20LHE	2000 Lumens
30L	3000 Lumens	30LHE	3000 Lumens
40L	4000 Lumens	40LHE	4000 Lumens
48L	4800 Lumens	48LHE	4800 Lumens
60L	6000 Lumens	60LHE	6000 Lumens
72L	7200 Lumens	72LHE	7200 Lumens
85L	8500 Lumens	85LHE	8500 Lumens
100L	10000 Lumens	100LHE	10000 Lumens
40L	4000 Lumens	40LHE	4000 Lumens
60L	6000 Lumens	60LHE	6000 Lumens
80L	8000 Lumens	80LHE	8000 Lumens
100L	10000 Lumens	100LHE	10000 Lumens
140L	14000 Lumens	140LHE	14000 Lumens
180L	18000 Lumens	180LHE	18000 Lumens
200L	20000 Lumens	200LHE	20000 Lumens

Lens/Diffuser

ADP	Curved, ribbed
ADSM	Curved, smooth
SDP	Square, ribbed
SDSM	Square, smooth
PDSM	Curved, smooth polycarbonate ‡

Diffusers w/ trim rings

ADPT	Curved, ribbed
ADSMT	Curved, smooth
SDPT	Square, ribbed
SDSMT	Curved, smooth
PDSMT	Curved, smooth polycarbonate ‡

Voltage

(blank)	MVOLT
120	120V
277	277V
347	347V ‡

Driver

EZ1	eldoLED dims to 1% (0-10v dimming)
GZ1	Generic dims to 1% (0-10v dimming) ‡
GZ10	Generic dims to 10% (0-10v dimming) ‡
SLD	Step-level dimming ‡

Color Temperature

LP830	82CRI, 3000K
LP835	82CRI, 3500K
LP840	82CRI, 4000K
LP850	82CRI, 5000K
LP930	90CRI, 3000K
LP935	90CRI, 3500K
LP940	90CRI, 4000K
LP950	90CRI, 5000K

nLight Interface ‡

nLight Wired

(blank)	no nLight® interface
N80	nLight with 80% lumen management
N80EMG	nLight with 80% lumen management. For use with generator supply EM power ‡
N100	nLight without lumen management
N100EMG	nLight without lumen management. For use with generator supply EM power ‡

nLight Wireless

(blank)	no nLight® interface
NLTAIR2	nLight AIR Generation 2 enabled ‡

Control ‡

nLight Wired

(blank)	no nLight control
NES7	nLight™ nES 7 PIR integral occupancy sensor ‡
NESPDT7	nLight™ nES PDT 7 dual technology integral occupancy control ‡
NES7ADCX	nLight™ nES 7 ADCX PIR integral occupancy sensor with automatic dimming photocell ‡
NESPDT7ADCX	nLight™ nES PDT 7 dual technology integral occupancy sensor with automatic dimming photocell ‡

nLight Wireless

(blank)	no nLight control
RES7	nLight AIR control with PIR integral occupancy sensor and automatic dimming photocell ‡
RES7PDT	nLight AIR control with PDT dual technology integral occupancy sensor and automatic dimming photocell ‡
RIO	nLight AIR radio module without sensor ‡
RES7EM	nLight AIR PIR integral occupancy sensor with automatic dimming photocell and UL924 Emergency Operation, via power interrupt detection ‡
RES7PDTEM	nLight AIR microphonics dual technology occupancy sensor with automatic dimming photocell & UL924 Emergency Operation, via power interrupt detection ‡
RIOEM	nLight AIR radio module less sensor, with UL924 Emergency Operation, via power interrupt detection ‡

Standalone Control

MSD7ADCX	PIR integral occupancy sensor with automatic dimming control photocell ‡
MSDPDT7ADCX	PDT integral occupancy sensor with with automatic dimming control photocell ‡
SSAIR	Wireless standalone embedded control by SensorSwitch ‡
SSAIR VAPIR	Wireless standalone embedded control by SensorSwitch with Passive Infrared Occ sensor with auto-dimming photocell ‡

Standby mode ‡

(blank)	Fixture with embedded sensor turns off when unoccupied
DIM10	Fixture with embedded sensor dims to approximately 10% light output when unoccupied ‡
DIM50	Fixture with embedded sensor dims to approximately 50% light output when unoccupied ‡
NOC	Occupancy sensor disabled ‡

Options

E7W	Emergency Battery Pack, 7W, CA Title 20 Noncompliant ‡
E10W	Emergency battery pack, 10W Linear Constant Power, Certified in CA Title 20 MAEDBS, CA Title 20 MAEDBS, User selectable Self-Diagnostic, AC Activate with Integral Test Switch (LINK) ‡
BGTD	Bodine Generator Transfer Device ‡
QMB	Quick Mount Bracket ‡
TRS	Tamper Resistant Screw ‡
CRE	Continuous row, end, one end cap included ‡
GLR	Fast-blowing fuse ‡
GMF	Slow-blowing fuse ‡
FAO	Field Adjustable Output ‡
PLR1G	Plug-in wiring, see page 10 for ordering information ‡
PLR1LVG	Plug-in wiring, low voltage dimming ‡
BAA	Buy America(n) Act and/or Build America Buy America Qualified
BDP	Factory Installed Ballast Disconnect Plug

Finish

(blank)	Standard pre-paint white
PAF	Paint After Fabrication White
DNA	Paint After Fabrication Natural Aluminum

NOTE: ‡ indicates option value has ordering restrictions. Please reference the Option Value Ordering Restictions chart on the next page. Options are sorted alphanumerically.

See Accessories and footnotes on page 4.

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‡ Option Value Ordering Restrictions	
Option value	**Restriction**
347	Not available with E7W, E10W, BGTD or BLWP4 > 85L/ 85LHE.
BLWPCR, BLWPCRDNA, BLWP8CR, BLWP8CRDNA	Cannot be used to continuous row mount 4' fixtures with 8' fixtures. 2' fixtures cannot be continuous row mounted.
BGTD	Not available with SSAIR sensor options or emergency battery options. Must specify voltage. Requires BSE labeling, voltage specific. Example: BGTD BSE10.
CRE	CRE only valid with BLWP4 and BLWP8. Only available with PLR1G or PLR1LVG.
DIM10, DIM50	Not available with NLTAIR2 or SSAIR sensor option. Requires occupancy control. Must be ordered with nLight Wired or Individual Control sensor option.
E7W, E10W	Not available with BGTD or 347. When used with BLWP8, must be 140 Lumen package or less.
FAO	EZ1 driver required. Not available with BAA or lumen packages > 6000LM. FAO is not available with other integrated controls options and restricts the use of external dimming controls. See chart on page 5 for additional details. Cannot use with PLR1LVG, PLR2ALVG, PLR2BLVG, PLR2AELBLVG, PLR2BELALVG.
GLR, GMF	Must specify voltage. 120 or 277, with GLR and GMF fusing.
GZ1, GZ10	Not available with any Control or Sensor options except SSAIR or SSAIR APIR
SSAIR, SSAIR VAPIR	Not available with SLD, NLIGHT, NLTAIR2, NOC, BAA or FAO. Available only on 4' versions with PDSM, PDSMT, ADPT and ADMST trim options; only available with 60L or 60LHE and lower lumen packages.
Lumens	Approximate lumen output. For high Efficiency, all versions may not achieve 130+ LPW including 90CRI and versions with integral sensor trim. Refer to photometry on www.acuitybrands.com. See QPL for latest DLC listings.
MSD7ADCX, MSDPDT7ADCX	Must select Lens/Diffuser type with Trim Rings. Not available with nLight interface. 0-10V wires are not accessible via access plate.
N80EMG, N100EMG	Requires a connection to existing nLight network. Power is provided from a separate NLIGHT enabled fixture or external power pack.
NES7, NESPDT7, NES7ADCX, NESPDT7ADCX	Must select Lens/Diffuser type with Trim Rings. Requires N80, N80EMG, N100, or N100EMG. Only available with EZ1 driver.
NLTAIR2	Must select nLight wireless control. Not available with SSAIR or SSAIR APIR
NOC	Not available with SSAIR sensor options. Can only be ordered in conjunction with EZ1, NLTAIR2, RES7/RES7PDT. Occupancy sensor disabled at factory but can be re-enabled upon commissioning.
PDSM, PDSMT	Not available with HE (high efficiency) performance package on BLWP2 and BLWP4 only.
PLR1G, PLR22, PLR2ANG, PLR1LVG	Not available with BLWP2. PLR1LVG is not available with Controls options or nLight interface. Not available with emergency options.
QMB	Not available with BLWP2 (2') or BLWP8 (8') fixture.
RES7EM, RES7PDTEM, RIOEM	Must select Lens/Diffuser type with Trim Rings. Requires EZ1 and NLTAIR2 to be specified. Only available with 60L or lower lumen packages on the BLWP4. Only available with 100LHE/80L lumen packages or lower on the BLWP8.
RES7, RES7PDT, RIO	See UL924 Sequence of Operation chart on bottom of page 3. Must select Lens/Diffuser type with Trim Rings. Requires EZ1 and NLTAIR2 to be specified. Only available with 60L or lower lumen packages on the BLWP4. Only available with 100LHE/80L lumen packages or lower on the BLWP8.
SLD	Not available with any nLight Interface or Control options. Cannot use with PLR1LVG, PLR2ALVG, PLR2BLVG, PLR2AELBLVG, PLR2BELALVG. Not available for lumen packages 72L and higher.
TRS	Accessory BLWP TRS T15 BIT available to be ordered with this option. See Accessories section page 4. Order as separate item.

Non-Configurable BLWP:

MTO	Ci code	Catalog Description	UPC	Lumens	Wattage	LPW	Color Temperature	Voltage	Pallet QTY
MTO	*264V2M	BLWP2 20L ADP LP835	191848282045	1942	17	117	3500 K	120-277	80
	*264V2L	BLWP2 20L ADP LP840	191848282038	1973	17	119	4000 K	120-277	80
	*264CH0	BLWP2 33L ADP LP835	191848080825	3332	30	112	3500 K	120-277	80
	*264CH1	BLWP2 33L ADP LP840	191848080832	3345	30	112	4000 K	120-277	80
	*264CH2	BLWP2 40L ADP LP835	191848080849	3923	37	105	3500 K	120-277	80
	*264CH4	BLWP2 40L ADP LP840	191848080856	4117	37	110	4000 K	120-277	80
	*264V2K	BLWP4 30L ADP LP835	191848282021	3065	25	123	3500 K	120-277	70
	*264V2H	BLWP4 30L ADP LP840	191848281994	3114	25	125	4000 K	120-277	70
	*264CH5	BLWP4 40L ADP LP835	191848080863	4391	35	127	3500 K	120-277	70
	*264CH6	BLWP4 40L ADP LP840	191848080870	4263	35	123	4000 K	120-277	70
	*264CH7	BLWP4 48L ADP LP835	191848080900	5137	40	129	3500 K	120-277	70
	*264CH8	BLWP4 48L ADP LP840	191848080917	5205	40	131	4000 K	120-277	70

UL924 Sequence of Operation

The below information applies to all nLight AIR devices with an EM option.

- EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CL**AIR**ITY+ mobile app, EM devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.

BSE Labeling Options

BSE10	Drivers load transfer relay installed per manufacturer's instructions. Voltage, BGTD and BSE10 called out.
BSE14	One voltage fixture with driver load control relay supplied with one prewire (PWS option). Prewire wired for normal circuit, the control relay for emergency circuit left unconnected. Voltage, BGTD, BSE14 and prewire called out, in the description.

*For configurations with Reloc or two voltages an RFA modification is required

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Accessories: *Order as separate catalog number.*

PART number	CI CODE	QTY	Description	Application
BLWP8/4CR	*272PFG	1	CONTINUOUS ROW MOUNT BRACKET FOR ROW CONNECTING BLWP4 and BLWP8 WHT	FOR USE TO MOUNT BLWP8 TO BLWP4, FOR STD FINISH AND PAF
BLWPCR	*250A0S	1	CONTINUOUS ROW MOUNT BRACKET WHT	FOR USE ON BLWP4 ONLY, FOR STD FINISH AND PAF ‡
BLWPCR JP10	*297H1U	10	CONTINUOUS ROW MOUNT BRACKET WHT JOB PACK 10	FOR USE ON BLWP4 ONLY, FOR STD FINISH AND PAF ‡
BLWPCR JP20	*297H2V	20	CONTINUOUS ROW MOUNT BRACKET WHT JOB PACK 20	FOR USE ON BLWP4 ONLY, FOR STD FINISH AND PAF ‡
BLWPCRDNA	*250A1S	1	CONTINUOUS ROW MOUNT BRACKET DNA	FOR USE ON BLWP4 ONLY, FOR DNA FINISH ‡
BLWP8CR	*2543C6	1	CONTINUOUS ROW MOUNT BRACKET WHT	FOR USE ON BLWP8 ONLY, FOR STD FINISH AND PAF ‡
BLWP8CRDNA	*2543CA	1	CONTINUOUS ROW MOUNT BRACKET DNA	FOR USE ON BLWP8 ONLY, FOR DNA FINISH ‡
BLWPCG36 F1	*264R3P	1	BLWPCG36 F1	ADJUSTABLE AIRCRAFT CABLE GRIPPER KIT, 36 INCH F1 CEILING TYPE
BLWPCG36 F2	*264R4G	1	BLWPCG36 F2	CABLE GRIPPER KIT, 36 INCH F2 CEILING TYPE
BLWPCG72 F1	*264R4H	1	BLWPCG72 F1	CABLE GRIPPER KIT, 72 INCH F1 CEILING TYPE
BLWPCG72 F2	*264R4M	1	BLWPCG72 F2	CABLE GRIPPER KIT, 72 INCH F2 CEILING TYPE
BLWPCGF36 F1	*264R4R	1	BLWPCGF36 F1	KIT WITH POWER FEED 36 INCH F1 CEILING TYPE
BLWPCGF36 F2	*264R4U	1	BLWPCGF36 F2	KIT WITH POWER FEED 36 INCH F2 CEILING TYPE
BLWPCGF72 F1	*264R4V	1	BLWPCGF72 F1	KIT WITH POWER FEED 72 INCH F1 CEILING TYPE
BLWPCGF72 F2	*264R4X	1	BLWPCGF72 F2	KIT WITH POWER FEED 72 INCH F2 CEILING TYPE
BLWPCGE36 F1	*264R50	1	BLWPCGE36 F1	KIT WITH EMERGENCY POWER FEED 36 INCH F1 CEILING TYPE
BLWPCGE36 F2	*264R5T	1	BLWPCGE36 F2	KIT WITH EMERGENCY POWER FEED 36 INCH F2 CEILING TYPE
BLWPCGE72 F1	*264R5V	1	BLWPCGE72 F1	KIT WITH EMERGENCY POWER FEED 72 INCH F1 CEILING TYPE
BLWPCGE72 F2	*264R53	1	BLWPCGE72 F2	KIT WITH EMERGENCY POWER FEED 72 INCH F2 CEILING TYPE
BLWPCGFD36 F1	*269V4M	1	BLWPCGFD36 F1	KIT WITH 0-10V DIMMING POWER FEED 36 INCH F1 CEILING TYPE
BLWPCGFD36 F2	*269V5C	1	BLWPCGFD36 F2	KIT WITH 0-10V DIMMING POWER FEED 36 INCH F2 CEILING TYPE
BLWPCGFD72 F1	*269V5N	1	BLWPCGFD72 F1	KIT WITH 0-10V DIMMING POWER FEED 72 INCH F1 CEILING TYPE
BLWPCGFD72 F2	*269V5X	1	BLWPCGFD72 F2	KIT WITH 0-10V DIMMING POWER FEED 72 INCH F2 CEILING TYPE
BLWP TRS T15 BIT	*2516KU	1	BLWP TRS T15 BIT	T15 WITH PIN, TORX BIT FOR TRS OPTION
BLWPQMB	*250A2S	1	BLWP Quick Mount Bracket	QUICK MOUNT BRACKET FOR INSTALLATION TO JUNCTION BOXES WITHOUT HAVING TO REMOVE ANY PARTS IN THE FIXTURE, 4FT FIXTURE ONLY.
RK8BDP 2P U			Disconnect Plug (BDP), 2 Pole, Package of 1	
RK8BDP 3P U			Disconnect Plug (BDP), 3 Pole, Package of 1	
RK8BDP 2P J10			Disconnect Plug (BDP), 2 Pole, Package of 10	
RK8BDP 2P J40			Disconnect Plug (BDP), 2 Pole, Package of 40	
1B			Hanger spaces fixtures 1½" to 2½" from ceiling. Standard pack: J2, J20, J100	
SQ_			Complete assembly with stem up to 48"Specify stem length in 2" increments and adjust as needed. 5/8" O.D. stem. Swivels 30° from vertical in any direction. Example: SQ24	

nLight® Wired Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight.

WallPod stations	Model number	Occupancy sensors	Model number
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 RJB / nCM PDT 9 RJB
On/Off & raise/lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM10 RJB / nCM PDT 10 RJB
Graphic touchscreen	nPOD GFX [color]	Wall switch with raise/lower	nWSX PDT LV DX [color]
Photocell controls	**Model number**	**Cat-5 cable (plenum rated)**	**Model number**
Full range dimming	nCM ADCX RJB	10' cable	CAT5 10FT J1
		30' cable	CAT5 30FT J1

nLight® AIR Control Accessories:
Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.

Wall switches	Model number
On/Off single pole	rPODB [color] G2
On/Off two pole	rPODB 2P [color] G2
On/Off & raise/lower single pole	rPODB DX [color] G2
On/Off & raise/lower two pole	rPODB 2P DX [color] G2
On/Off & raise/lower single pole	rPODBZ DX WH G2

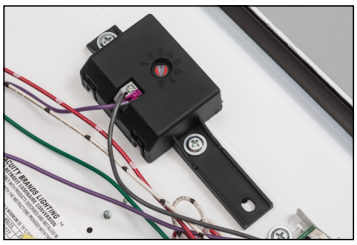
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Replacement Parts: *Order as separate catalog number.*

2' Version Replacement Lens		4' Version Replacement Lens		8' Version Replacement Lens	
*264F5E	DBLWP24 ADP	*264F69	DBLWP48 ADP	*2543CE	DBLWP96 ADP
*264F5F	DBLWP24 SDP	*264F6E	DBLWP48 SDP	*2543CG	DBLWP96 SDP
*264F5H	DBLWP24 ADSM	*264F6F	DBLWP48 ADSM	*2543CJ	DBLWP96 ADSM
*264F5J	DBLWP24 SDSM	*264F6G	DBLWP48 SDSM	*2543CM	DBLWP96 SDSM
*264F5L	DBLWP24 ADPT	*264F6H	DBLWP48 ADPT	*2543CN	DBLWP96 ADPT
*264F5P	DBLWP24 SDPT	*264F6K	DBLWP48 SDPT	*2543CP	DBLWP96 SDPT
*264F5U	DBLWP24 ADSMT	*264F6L	DBLWP48 ADSMT	*2543CR	DBLWP96 ADSMT
*264F5W	DBLWP24 SDSMT	*264F6N	DBLWP48 SDSMT	*2543CS	DBLWP96 SDSMT
*264F66	DBLWP24 PDSM	*264F6W	DBLWP48 PDSM	*2543CW	DBLWP96 PDSM
*264F67	DBLWP24 PDSMT	*264F6X	DBLWP48 PDSMT	*2543CX	DBLWP96 PDSMT

FAO SETTINGS (Field Adjustable Output)

	0-10 Voltage Dimmer	% Lumen Output (approximate)	% Wattage (approximate)
Step 8	Full Output	100%	100%
Step 7	9.0 VDC	98%	100%
Step 6	8.0 VDC	88%	86%
Step 5	7.0 VDC	86%	82%
Step 4	6.0 VDC	82%	80%
Step 3	5.0 VDC	76%	75%
Step 2	4.0 VDC	71%	72%
Step 1	3.0 VDC	67%	71%



Simple adjustment of output through the use of a flat head screwdriver.

sensorswitch

Performance You Can Count On

SensorSwitch™ offers standalone wired and wireless lighting controls solutions designed for room-based applications. Our products offer reliable performance and ease of installation.

Sensorswitch.com

Wired Embedded Controls



BLWP Series

1. Install the luminaires with embedde controls
2. Install and wire the wall switch to power.
3. Connect load and 0-10 dimming wires from the wall switch to the luminaires.



SensorSwitch WSXA D

Wireless Embedded Controls



BLWP Series

1. Install the luminaires with embedde controls
2. Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
3. Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.



SensorSwitch WSXA SSA

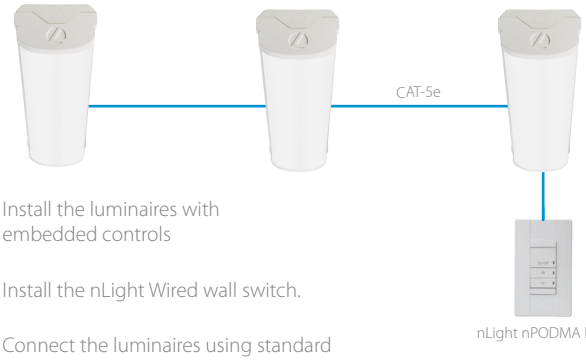
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Single Lighting Controls Platform for Indoor & Oudoor Spaces

nLIGHT® is your networked lighting controls platform, for indoor and outdoor applications, providing wired or wireless options. Scaling from room to campus-wide applications, it is the one platform that grows with your business today and tomorrow; to seamlessly address energy cost optimization, building code compliance, improved occupant comfort, and much more. nLIGHT also interfaces with DALI®, BACnet®, DMX and additional third-party devices.

nLIGHTcontrols.com

Wired Embedded Controls



1. Install the luminaires with embedded controls
2. Install the nLight Wired wall switch.
3. Connect the luminaires using standard CAT-5e cables and the controls devices will automatically discover each other and work (plug and play).

Wireless Embedded Controls



1. Install the luminaires with embedded controls
2. Install the nLight AIR battery-powered wall switch
3. Use CL**AIR**ITY + mobile app to pair the fixture with the wall switch and is desired, customize the sensor settings

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Sensor Options					
Option	Automatic Dimming Photocell	Occupancy Sensing		nLight Wired Networking	nLight AIR Networking
		PIR	PDT		
MSD7ADCX	X	X			
MSDPDT7ADCX	X		X		
NES7		X		X	
NES7ADCX	X	X		X	
NESPDT7			X	X	
NESPDT7ADCX	X		X	X	
RES7	X	X			X
RES7PDT	X	X	X		X

Basic nLight Zone

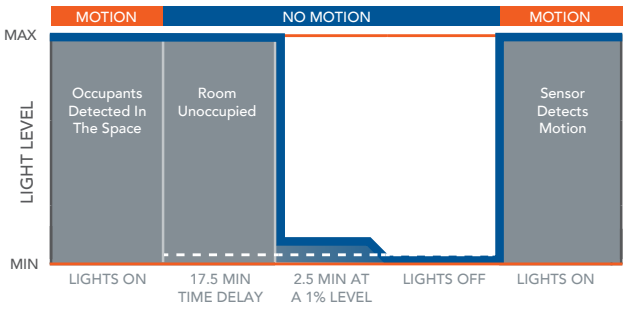


Embedded Controls by SensorSwitch

The MSD7ADCX PIR occupancy sensor/automatic dimming photocell is ideal for areas without obstructions and where daylight harvesting may be desired. Suggested applications include, but not limited to, hallways, corridors, storage rooms, and breakrooms or other areas where people are typically moving.

The MSDPDT7ADCX PIR/Microphonics Dual Tech occupancy sensor/automatic dimming photocell is ideal for areas with obstructions and where daylight harvesting is desired. Suggested applications include, but not limited to, open offices, private offices, classrooms, public restrooms, and conference rooms.

Sequence of Operation



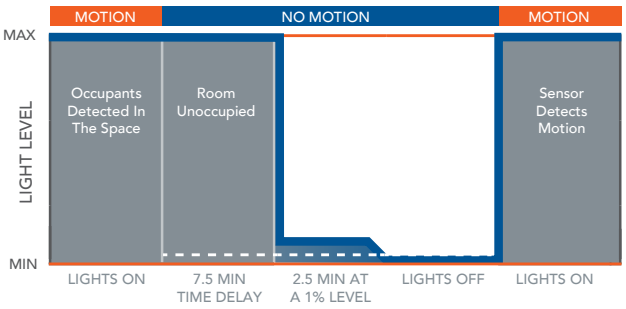
*The presetting on the automatic dimming photocell is 5fc.

A luminaire with a wired nLight sensor

The nES 7 is ideal for small rooms without obstructions or areas with primarily walking motion. Ideal areas include hallways, corridors, storage rooms, and breakrooms. Additionally, the NES7ADCX includes an integrated photocell, which enables daylight harvesting controls.

For areas like restrooms, private offices, open offices, conference rooms or any space with obstructions, the nES PDT 7 dual technology sensor is recommended. The nES PDT 7 utilizes both PIR (passive infrared) and Microphonics technologies to detect occupancy. Additionally, the NESPDT7ADCX includes an integrated photocell, which enables daylight harvesting controls which is ideal for areas where windows are present.

Sequence of Operation

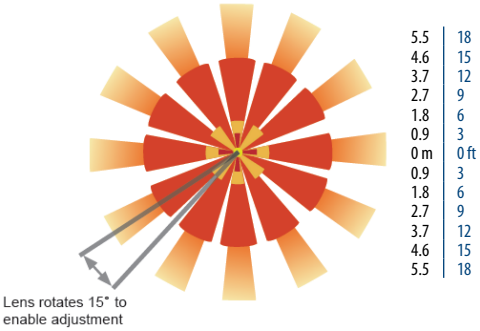


*The presetting on the automatic dimming photocell is 5fc.

Sensor Coverage Pattern
Mini 360° Lens

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and
- 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

9 FT Mounting



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MOUNTING INFORMATION

For unit or row installation; surface or suspend mounting.

Suspension Methods:

Aircraft Cable Suspension

Order one BLWPCG_, BLWPCGF_, or BLWPCGE_ required for each suspension point.

F1 for use with most T-bar and screw slot grid ceiling applications. Designed for on-grid and off-grid installations.

F2 for use with recessed or surface-mount horizontal J-box applications..

See Accessories page on page 4 for part numbers configurations.



Stem Suspension

Individual installation — Two single-stem hangers required.

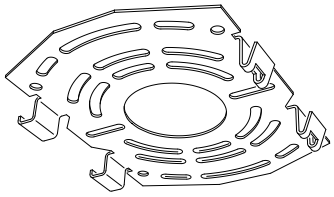


Note: 2' configurations with emergency option cannot be stem mounted.

Accessory Images

(QMB) Quick Mount Bracket

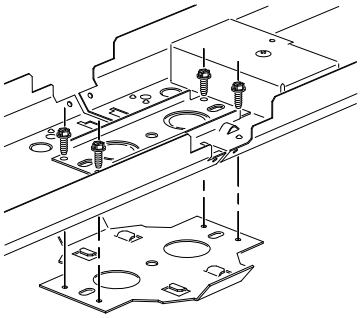
Quick Mount Bracket allows easy installation to junction boxes without having to remove any parts in the fixture.



Note: 2' and 8' configurations not available with QMB accessory.

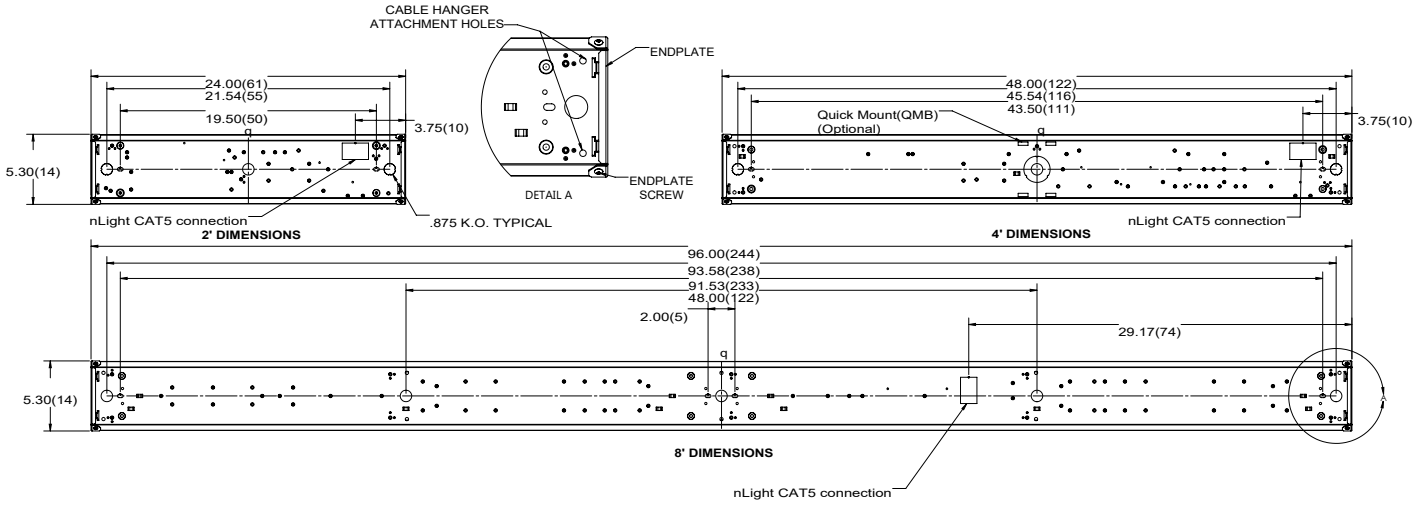
BLWPCR - continuous row mount bracket

Order one (1) BLWPCR bracket per fixture for continuous row applications (excluding BLWP2 as they cannot be row mounted). Order one hanger (Aircraft Cable Suspension Kit or Stem Suspension Kit) per fixture plus one per joiner required.



DIMENSIONS

All dimensions are inches (centimeters) unless otherwise noted.



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PHOTOMETRICS

Please click link to access Photometry & Revit (BIM)

PRODUCT INFORMATION

Advanced plug-in system with three-circuit capability. Reduces fixture types on job for alternating circuit applications.

Easy one-step installation, saves up to 35% on labor costs. Expanded switching flexibility helps save energy.

Rows can be 50% longer with two-circuit systems. Polarized, lock-together nylon connectors prevent miswiring in the field. #12 THHN conductor, rated 600V, 90°C. White neutral wire included. Grounding accomplished by fixture in-row connectors.

CSA certified systems available with up to 2 circuits. G ground required.

Note: Specifications subject to change without notice.



Wiring

PLR

Advanced 1 or 2-Circuit Plug-In

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Series	Number of hot wires	Branch circuits (PLR2A / PLR2B Only)	Dimming	Ground
PLR22	(blank) Not required for PLR22	(blank) Not required for PLR22	(blank) No Dimming	G Ground (required)
PLR	1 Black	(blank) Not required for PLR1	(blank) No Dimming	G Ground (required)
	2 Black and red	**Circuits to which driver is connected**: (blank) Not required for PLR22; A Black wire; B Red wire. **Battery charging circuit (must be unswitched)**: (blank) No battery charging circuit; ELA Battery pack wired to black wire; ELB Battery pack wired to red wire	LV Low-voltage Dimming	G Ground (required)

Typical Applications

Notes:

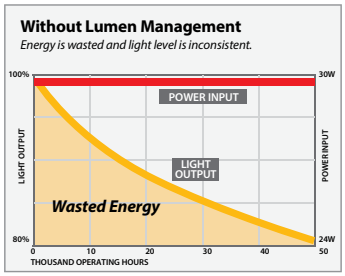
When specifying PLR1, you will not specify A or B as there is only a single hot wire which would be black in color.

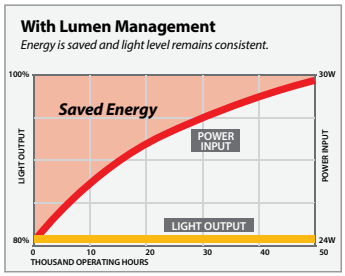
- Multiple-circuit and single-circuit for longer continuous rows
- Multiple-circuit with alternating fixtures on separate circuits and 2-circuit PLR22
- Multiple circuit with night-lights located along row as desired

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Constant Lumen Management

Enabled by the embedded nLight control, the BLT actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





How to Estimate Lumens in Emergency Mode
Use the formula below to estimate the delivered lumens in emergency mode
Estimated Lumens = 1.25 x P x LPW
P = Ouput power of emergency driver. P = 10W for E10WLCP option.
LPW = Lumen per watt rating of the luminaire. LPW information available in Performance Data section.

BLWP PERFORMANCE DATA [24]

Lumen Package	Lumens	Input Watts	LPW
BLWP2 8L ADP LP830	825	7	118
BLWP2 8L ADP LP835	855	7	122
BLWP2 8L ADP LP840	868	7	124
BLWP2 8L ADP LP850	893	7	128
BLWP2 20L ADP LP830	1876	17	110
BLWP2 20L ADP LP835	1942	17	114
BLWP2 20L ADP LP840	1973	17	116
BLWP2 20L ADP LP850	2029	17	119
BLWP2 33L ADP LP830	3180	30	107
BLWP2 33L ADP LP835	3332	30	112
BLWP2 33L ADP LP840	3345	30	112
BLWP2 33L ADP LP850	3440	30	115
BLWP2 40L ADP LP830	3914	37	105
BLWP2 40L ADP LP835	3923	37	105
BLWP2 40L ADP LP840	4117	37	110
BLWP2 40L ADP LP850	4234	37	113
BLWP2 48L ADP LP830	4772	44	109
BLWP2 48L ADP LP835	4940	44	112
BLWP2 48L ADP LP840	5019	44	114
BLWP2 48L ADP LP850	5162	44	118
BLWP4 15L ADP LP830	1372	11	126
BLWP4 15L ADP LP835	1420	11	129
BLWP4 15L ADP LP840	1443	11	131
BLWP4 15L ADP LP850	1484	11	135
BLWP4 20L ADP LP830	1985	16	124
BLWP4 20L ADP LP835	2055	16	128
BLWP4 20L ADP LP840	2088	16	131
BLWP4 20L ADP LP850	2147	16	134
BLWP4 30L ADP LP830	2960	25	118
BLWP4 30L ADP LP835	3065	25	123
BLWP4 30L ADP LP840	3114	25	125
BLWP4 30L ADP LP850	3203	25	128
BLWP4 40L ADP LP830	4027	35	115
BLWP4 40L ADP LP835	4391	35	125
BLWP4 40L ADP LP840	4236	35	121
BLWP4 40L ADP LP850	4357	35	124
BLWP4 48L ADP LP830	4948	40	124
BLWP4 48L ADP LP835	5137	40	129
BLWP4 48L ADP LP840	5205	40	131
BLWP4 48L ADP LP850	5353	40	134
BLWP4 60L ADP LP830	6059	49	123
BLWP4 60L ADP LP835	6273	49	127
BLWP4 60L ADP LP840	6373	49	129
BLWP4 60L ADP LP850	6555	49	133
BLWP4 72L ADP LP830	7088	59	121
BLWP4 72L ADP LP835	7338	59	125
BLWP4 72L ADP LP840	7455	59	127
BLWP4 72L ADP LP850	7668	59	131
BLWP4 85L ADP LP830	7972	68	117
BLWP4 85L ADP LP835	8253	68	121
BLWP4 85L ADP LP840	8385	68	123
BLWP4 85L ADP LP850	8624	68	127
BLWP4 100L ADP LP830	9316	85	110
BLWP4 100L ADP LP835	9645	85	114
BLWP4 100L ADP LP840	9799	85	116
BLWP4 100L ADP LP850	10079	85	119

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BLWP PERFORMANCE DATA (continued)

Lumen Package	Lumens	Input Watts	LPW
BLWP2 8LHE ADP LP830	851	8	106
BLWP2 8LHE ADP LP835	881	8	110
BLWP2 8LHE ADP LP840	895	8	112
BLWP2 8LHE ADP LP850	921	8	115
BLWP2 20LHE ADP LP830	1932	16	120
BLWP2 20LHE ADP LP835	2000	16	125
BLWP2 20LHE ADP LP840	2032	16	127
BLWP2 20LHE ADP LP850	2090	16	130
BLWP2 33LHE ADP LP830	3272	26	127
BLWP2 33LHE ADP LP835	3388	26	131
BLWP2 33LHE ADP LP840	3442	26	133
BLWP2 33LHE ADP LP850	3540	26	137
BLWP2 40LHE ADP LP830	3991	32	126
BLWP2 40LHE ADP LP835	4132	32	130
BLWP2 40LHE ADP LP840	4198	32	131
BLWP2 40LHE ADP LP850	4318	32	136
BLWP2 48LHE ADP LP830	4881	39	126
BLWP2 48LHE ADP LP835	5053	39	130
BLWP2 48LHE ADP LP840	5134	39	132
BLWP2 48LHE ADP LP850	5280	39	136
BLWP4 15LHE ADP LP830	1375	11	125
BLWP4 15LHE ADP LP835	1424	11	129
BLWP4 15LHE ADP LP840	1447	11	132
BLWP4 15LHE ADP LP850	1488	11	135
BLWP4 20LHE ADP LP830	1985	16	124
BLWP4 20LHE ADP LP835	2055	16	128
BLWP4 20LHE ADP LP840	2088	16	131
BLWP4 20LHE ADP LP850	2147	16	134
BLWP4 30LHE ADP LP830	3012	24	126
BLWP4 30LHE ADP LP835	3118	24	131
BLWP4 30LHE ADP LP840	3168	24	133
BLWP4 30LHE ADP LP850	3258	24	137
BLWP4 40LHE ADP LP830	4181	33	127
BLWP4 40LHE ADP LP835	4329	33	132
BLWP4 40LHE ADP LP840	4398	33	134
BLWP4 40LHE ADP LP850	4524	33	137
BLWP4 48LHE ADP LP830	5033	39	130
BLWP4 48LHE ADP LP835	5211	39	135
BLWP4 48LHE ADP LP840	5294	39	137
BLWP4 48LHE ADP LP850	5445	39	141
BLWP4 60LHE ADP LP830	6280	47	133
BLWP4 60LHE ADP LP835	6502	47	137
BLWP4 60LHE ADP LP840	6606	47	140
BLWP4 60LHE ADP LP850	6795	47	144
BLWP4 72LHE ADP LP830	7303	56	129
BLWP4 72LHE ADP LP835	7561	56	134
BLWP4 72LHE ADP LP840	7682	56	136
BLWP4 72LHE ADP LP850	7901	56	140
BLWP4 85LHE ADP LP830	8567	69	124
BLWP4 85LHE ADP LP835	8869	69	129
BLWP4 85LHE ADP LP840	9011	69	131
BLWP4 85LHE ADP LP850	9268	69	134
BLWP4 100LHE ADP LP830	9898	80	124
BLWP4 100LHE ADP LP835	10247	80	128
BLWP4 100LHE ADP LP840	10411	80	130
BLWP4 100LHE ADP LP850	10708	80	134

Notes
24 For ADP lens only, for additional lens options refer to photometry on www.acuitybrands.com.

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BLWP8 PERFORMANCE DATA

Lumen Package	Lumens	Input Watts	LPW
BLWP8 40L ADP LP830	3953	30	131
BLWP8 40L ADP LP835	4113	30	136
BLWP8 40L ADP LP840	4107	30	136
BLWP8 40L ADP LP850	4246	30	141
BLWP8 60L ADP LP830	5799	47	122
BLWP8 60L ADP LP835	6034	47	127
BLWP8 60L ADP LP840	6107	47	130
BLWP8 60L ADP LP850	6229	47	132
BLWP8 80L ADP LP830	7643	63	121
BLWP8 80L ADP LP835	7952	63	126
BLWP8 80L ADP LP840	8035	63	127
BLWP8 80L ADP LP850	8210	63	130
BLWP8 100L ADP LP830	9628	82	118
BLWP8 100L ADP LP835	10017	82	123
BLWP8 100L ADP LP840	10133	82	124
BLWP8 100L ADP LP850	10342	82	127
BLWP8 140L ADP LP830	13265	120	111
BLWP8 140L ADP LP835	13802	120	115
BLWP8 140L ADP LP840	13961	120	116
BLWP8 140L ADP LP850	14249	120	119
BLWP8 180L ADP LP830	17781	147	121
BLWP8 180L ADP LP835	18501	147	126
BLWP8 180L ADP LP840	18714	147	127
BLWP8 180L ADP LP850	19101	147	130
BLWP8 200L ADP LP830	18563	156	119
BLWP8 200L ADP LP835	19314	156	124
BLWP8 200L ADP LP840	19537	156	125
BLWP8 200L ADP LP850	19941	156	128

BLWP8 HE PERFORMANCE DATA

Lumen Package	Lumens	Input Watts	LPW
BLWP8 40LHE ADP LP830	3953	30	133
BLWP8 40LHE ADP LP835	4113	30	139
BLWP8 40LHE ADP LP840	4160	30	140
BLWP8 40LHE ADP LP850	4246	30	143
BLWP8 60LHE ADP LP830	5942	46	128
BLWP8 60LHE ADP LP835	6183	46	133
BLWP8 60LHE ADP LP840	6254	46	135
BLWP8 60LHE ADP LP850	6383	46	137
BLWP8 80LHE ADP LP830	7820	59	132
BLWP8 80LHE ADP LP835	8136	59	137
BLWP8 80LHE ADP LP840	8230	59	139
BLWP8 80LHE ADP LP850	8400	59	142
BLWP8 100LHE ADP LP830	9723	74	132
BLWP8 100LHE ADP LP835	10117	74	138
BLWP8 100LHE ADP LP840	10233	74	139
BLWP8 100LHE ADP LP850	10445	74	142
BLWP8 140LHE ADP LP830	13491	104	129
BLWP8 140LHE ADP LP835	14037	104	135
BLWP8 140LHE ADP LP840	14198	104	136
BLWP8 140LHE ADP LP850	14492	104	139
BLWP8 180LHE ADP LP830	17245	130	133
BLWP8 180LHE ADP LP835	17943	130	138
BLWP8 180LHE ADP LP840	18150	130	140
BLWP8 180LHE ADP LP850	18525	130	143
BLWP8 200LHE ADP LP830	19587	144	136
BLWP8 200LHE ADP LP835	20380	144	141
BLWP8 200LHE ADP LP840	20615	144	143
BLWP8 200LHE ADP LP850	21041	144	146

Notes

24 For ADP lens only, for additional lens options refer to photometry on www.acuitybrands.com.

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LITHONIA LIGHTING®

Catalog Number	
Notes	
Type	LT-05

FEATURES & SPECIFICATIONS

INTENDED USE — The Lithonia Lighting JCBL LED Highbay is the affordable LED solution for users who prefer a luminaire with the look and feel of a round form factor. Gymnasiums, warehouses, packaging facilities and other industrial applications all benefit from JCBL's highly efficient design that saves over traditional sources. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.**

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. **Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.**

CONSTRUCTION — JCBL features an aluminum heat sink to maximize heat dissipation and extend the life of the luminaire by maximizing contact with the LEDs. A glass optical enclosure (IP65 rated) protects the LEDS from dust and other air contaminants. Reflector options including aluminum, prismatic acrylic and polycarbonate ship together and easily mount to the heatsink for quick installation.

OPTICS — Reflector and lens options provide maximum versatility and uniformity. Conical, flat or acrylic drop lenses offer enhanced aesthetics, minimize glare at lower mounting heights when paired with acrylic reflectors.

ELECTRICAL — Utilizes 90°C case temperature for maximum life at high temperatures. Less than 20% THD and PF >90. Luminaire Surge Protection Level: Designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015 with MVOLT. Luminaire Surge Protection Level: Designed to withstand up to 10kV/5kA per ANSI C82.77-5-2015 with HVOLT. Input voltages include 120-277, 347/480 without the use of a step down transformer. 0-10V dimming standard for a dimming range of 100% to 10%. Suitable for 50/60Hz.

WIRELESS NETWORKING — Integrated Sensor (nLight Wired Networking): This sensor is nLight-enabled, meaning it has the ability to communicate over an nLight network. When wired, using CAT-5 cabling, with other nLight-enabled sensors, power packs, or WallPods, an nLight control zone is created. Once linked to a Gateway, directly or via a Bridge, the zone becomes capable of remote status monitoring and control via SensorView software.

Integrated Smart Sensor (nLight AIR Wireless Platform): The rSBOR sensor is nLight AIR enabled, meaning it has the ability to communicate over the wireless nLight control platform. It is available with an automatic dimming photocell, and either a digital PIR or dual technology occupancy sensor. It pairs to other Luminaires and wall switches through our mobile app, CLAIRITY PRO, which allows for simple sensor adjustment.

INSTALLATION — Mounting options include steel hook & cord or 3/4" NPT threaded hub to accommodate stem or cast hook options.

LISTINGS — UL1598/C SA C22 .2 250, Damp location listed. Suitable for use in ambient temperatures from -40°C up to 55°C .

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.



LED Damp Rated High Bay

JCBL

9000, 12000, 15000, 18000, 24000, 30000 or 36000 lumens

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks marked by a shaded background*

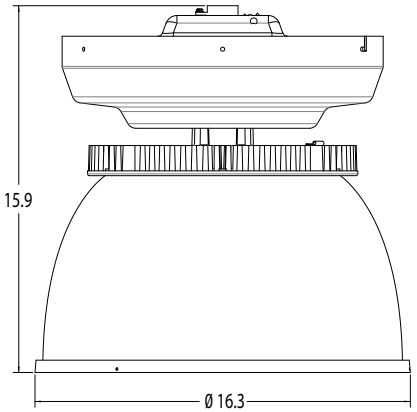
To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

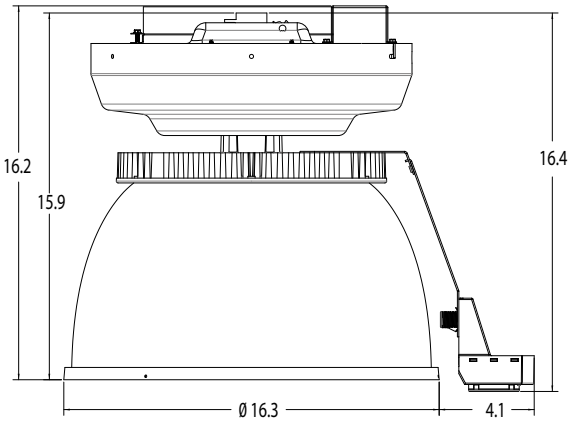
DIMENSIONS

All dimensions are in inches (centimeters) unless otherwise indicated.
Dimensions may vary with options or accessories.

Typical weight:
A cartoned luminaire weighs 23 lbs.;
unboxed it weighs 16 lbs.

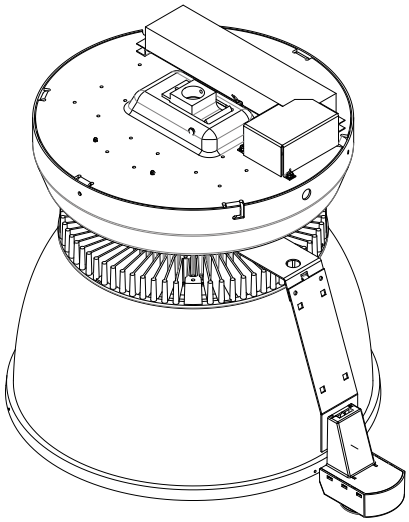


PENDANT MOUNT



PENDANT MOUNT WITH BATTERY & MOTION SENSOR

shown with LSXR motion sensor



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JCBL LED Damp Rated High Bay

A+ Capable options indicated by this color background.

Verify Lumens

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: JCBL 24000LM DALR MVOLT GZ10 40K 80CRI SC6W DWHXD

JCBL				
Series	**Lumens**	**Reflector**	**Lens ‡**	**Voltage**
JCBL	9000LM 9,000 lumens 12000LM 12,000 lumens 15000LM 15,000 lumens 18000LM 18,000 lumens 24000LM 24,000 lumens 30000LM 30,000 lumens 36000LM 36,000 lumens	DALR Diffuse aluminum SALR Specular aluminum ACFR Frosted acrylic ACCR Clear acrylic PLCR Clear polycarbonate	(blank) Open bottom <u>For use with aluminum reflectors</u> ALDRP Drop prismatic ALCON Conical ALFGL Flat prismatic <u>For use with acrylic and polycarbonate reflectors</u> ACRDRP Drop prismatic ACRCON Conical ACRFGL Flat prismatic	MVOLT 120-277V HVOLT 347/480V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V

GZ10			
Driver	**Color temperature**	**Color rendering index**	**Mounting Configurations** Verify Best Mounting Option with Contractor
GZ10 0-10V dimming ‡	30K 3000 K 35K 3500 K 40K 4000 K 50K 5000 K	70CRI 70 CRI 80CRI 80 CRI 90CRI 90 CRI	PM Pendant mount SC6W Steel hook & white 6' cord SC6PW Steel hook with white 6' cord and NEMA twist lock plug ‡ SC6PNW Steel hook with white 6' straight blade cordset ‡ SCS6G16WSTOW5D Steel hook with white 6' cord, 16/5, no plug, includes low voltage dimming wires ‡ SC12W Steel hook & 12' white cord SC12PW Steel hook with white 12' cord and NEMA twist lock plug ‡ SC12PNW Steel hook with white 12' straight blade cordset ‡ SCS12G16WSTOW5D Steel hook with white 12' cord, 16/5, no plug, includes low voltage dimming wires ‡

Options

HOCS Hook, 6' RELOC® OCS ‡
OCS 6' RELOC® OCS ‡
E10WCP EM Self-diagnostics battery pack, 10W, constant power, certified in CA title 20 MAEDBS ‡
BGTD Generator transfer device (120 or 277 only) ‡
WG Wire guard for open bottom reflectors (ships separately)
FWG Full wire guard (ships separately)
SCF120 Safety Cable 120"
SCF240 Safety cable 240"

Cordsets:

C6W White 6' cord ‡
C12W White 12' cord ‡
C6PNW White 6' cord with straight blade plug ‡
CS6G16WSTOW5D White 6' cord, 16/5, no plug, includes low voltage dimming wires ‡
HK455 Safety hook, male, cast aluminum, factory installed ‡
HC6W White 6' cord with male cast hook, no plug ‡
HC6PW White 6' cord with male cast hook and NEMA twist lock plug ‡
HC6PNW White 6' cord with male cast hook and straight blade cord ‡
HC6P20W White 6' cord with male cast hook and 20-amp plug ‡
HCS6G16WSTOW5D White 6' cord with male cast hook, 16/5, no plug, includes low voltage dimming wires ‡

Controls:

AO Adjustable output ‡
LCOZU Aisle motion sensor, pre-wired
LCHOSZU Aisle motion sensor, pre-wired; programmable dimming
LCPZU Aisle motion sensor with photocell; pre-wired
LAOZU 360° motion sensor, pre-wired
LAHOSZU 360° motion sensor, pre-wired; programmable dimming
LAPZU 360° motion sensor with photocell, pre-wired

Controls:

<u>Individual Controls with Bluetooth Programming:</u>

LSX45 OCC BTP 360˚ High Mount Occ Sensor, pre-wired; Bluetooth® ‡
LSX45 HL BTP 360˚ High Mount Occ Sensor w/HL Default, pre-wired; Bluetooth® ‡
LSX45 ADC BTP 360˚ High Mount Occ Sensor w/ADC Default, prewired; Bluetooth® ‡
LSX45 ANL BTP 360˚ High Mount Occ Sensor w/ANL Default, prewired; Bluetooth® ‡

<u>nLight AIR Wireless Controls:</u> ‡

NLTAIR2 RKOA nLight AIR Generation 2 enabled 360°high mount motion sensor
NLTAIR2 RKOB nLight AIR Generation 2 enabled 360° low mount motion sensor
NLTAIR2 rPP20D nLight AIR Generation 2 dimming and switching module ‡
NLTAIR2 rPP20DER nLight AIR Generation 2 dimming and switching module with emergency relay ‡

<u>nLight Wired Network Controls:</u>

NPP16D nLight® switching/dimming module ‡
NPP16DER nLight® switching/dimming module with emergency relay ‡

Super Durable Finishes

DWHXD White
DNAXD Natural aluminum
DWHGXD Textured white
DNATXD Textured natural aluminum
DBLXD Black

NOTE: ‡ indicates option chosen has ordering restrictions. Please reference ordering restrictions chart, page 4. Options are sorted alphanumerically.

Accessories and Notes next page.

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Accessories: *Order as separate catalog number.*	
HK455	Safety hook, male, cast aluminum
JCBLHKF	Hook, female
JCBLSTEM12 XXX	Swivel stem kit, must specify finish.
JCBLSTEM24 XXX	Swivel stem kit, 24", must specify finish.
JCBLSTEM36 XXX	Swivel stem kit, 36", must specify finish.
WGJCBL	Wire guard for use with open bottom reflectors
FWGJCBL	Full wire guard

‡ Option Value Ordering Restrictions	
Option value	**Restriction**
ACRCON	Lensed fixtures are suitable for use in ambient temperatures up to 40°C.
Lens	Lensed fixtures are suitable for use in ambient temperatures up to 40°C.
AO	Not available with other controls.
BGTD	Only available with 120V or 277V. Not available with MVOLT or HVOLT. Not available with battery packs,plugs, XAD,XAD924, or NLTAIR2 RPP20DER.
C12W	PM option required.
C6W	PM option required.
C6PNW	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT, HVOLT, 347V or 480V. Not available with battery packs.
CS6G16WSTOW5D	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER.
E10WCP	Not available with 347V, 480V or HVOLT. Four conductor cordset ships standard when product is ordered with cord. Utilizes PS1055CP.
GZ10	If ordering a cord and dimming is required for your application, choose CS6G16WSTOW5D, SC12G16WSTOW5D, or HCS6G16WSTOW5D as your cord option.
HC6W	PM option required. Ships standard with HK455 option.
HC6PW	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Not available with battery packs. Ships standard with HK455 option.
HC6P20W	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with 347, 480, MVOLT or HVOLT. Not available with battery packs. Ships standard with HK455 option.
HC6PNW	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT or HVOLT. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Not available with battery packs. Ships standard with HK455 option.
HCS6G16WSTOW5D	PM option required. Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Ships standard with HK455 option.
HK455	PM option required.
HOCS	PM option required. Must specify voltage. Not available with MVOLT or HVOLT. Not available with cordsets. When reloc is selected fixture bears a dry location label. Fixture ships with OCS4C when ordered with battery pack. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Ships standard with HK455 option.
LSX45 OCC BTP	Not able to order 9,000LM or 12,000LM with 347V, 480V, or HVOLT. 9,000LM and 12,000LM will not dim to off if ordered with LSX controls.
LSX45 HL BTP	Not able to order 9,000LM or 12,000LM with 347V, 480V, or HVOLT. 9,000LM and 12,000LM will not dim to off if ordered with LSX controls.
LSX45 ADC BTP	Not able to order 9,000LM or 12,000LM with 347V, 480V, or HVOLT. 9,000LM and 12,000LM will not dim to off if ordered with LSX controls.
LSX45 ANL BTP	Not able to order 9,000LM or 12,000LM with 347V, 480V, or HVOLT. 9,000LM and 12,000LM will not dim to off if ordered with LSX controls.
nLight AIR Wireless Controls	Normal luminaires (non-emergency) can be used as a normal power sensing device for nearby nLight AIR devices and luminaires with EM emergency options.
NLTAIR2 RPP20D	Not available with HVOLT, 347V, or 480V. Not available with battery or BGTD option.
NLTAIR2 RPP20DER	Not available with HVOLT, 347V, or 480V. Not available with battery or BGTD option.
NPP16D	Must specify voltage. Available with 120V-347V only. Not available with battery or BGTD option.
NPP16DER	Must specify voltage. Available with 120V-347V only. Not available with battery or BGTD option.
OCS	PM option required. Must specify voltage. Not available with MVOLT or HVOLT. Not available with cordsets. When reloc is selected fixture bears a dry location label. Fixture ships with OCS4C when ordered with battery pack. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Ships standard with HK455 option.
SC12PW	Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT or HVOLT. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Not available with battery packs.
SC12PNW	Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT, HVOLT, 347Vor 480V. Not available with battery packs. If black cord is required, remove "W" from nomenclature. Example: SC12P.
SC6PW	Not available with E10WCP, BGTD,NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT or HVOLT. 120-277V utilizes a 15-amp plug, 347-480 utilizes a 20-amp plug (standard). Not available with battery packs.
SC6PNW	Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Must specify voltage. Not available with MVOLT, HVOLT, 347V or 480V. If black cord is required, remove "W" from nomenclature. Example: SC6PN.
SCS6G16WSTOW5D	Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Not available with battery packs. If black cord is required, remove "W" from nomenclature. Example: SCS6G16STOW5D.
SCS12G16WSTOW5D	Not available with E10WCP,BGTD, NPP16DER or NLTAIR2 rPP20DER. Not available with battery packs. If black cord is required, remove "W" from nomenclature. Example: SCS12G16STOW5D.

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OPERATIONAL DATA

Lumen Package	Input Watts	Ambient Rating	Reflector	Lens	Delivered Lumens											
					3000K CCT, 70CRI	3500K CCT, 70CRI	4000K CCT, 70CRI	5000K CCT, 70CRI	3000K CCT, 80CRI	3500K CCT, 80CRI	4000K CCT, 80CRI	5000K CCT, 80CRI	3000K CCT, 90CRI	3500K CCT, 90CRI	4000K CCT, 90CRI	5000K CCT, 90CRI
9000LM	63	-40°F (-40°C) - 131°F (55°C)	ACCR	-	9628	10046	10186	10256	9418	9418	9558	10046	7814	8023	8163	8581
			ACFR	-	9602	10020	10159	10229	9394	9394	9533	10020	7793	8002	8141	8559
			DALR	-	8045	8395	8511	8569	7870	7870	7987	8395	6529	6704	6821	7170
			PLCR	-	8967	9357	9487	9552	8772	8772	8902	9357	7277	7472	7602	7992
			SALR	-	8811	9194	9322	9385	8619	8619	8747	9194	7151	7342	7470	7853
			ACCR	ACRCON	9014	9405	9536	9601	8818	8818	8948	9405	7315	7511	7642	8034
			ACFR	ACRCON	9069	9463	9594	9660	8872	8872	9003	9463	7360	7557	7689	8083
			PLCR	ACRCON	8422	8789	8911	8972	8239	8239	8361	8789	6836	7019	7141	7507
			ACCR	ACRDRP	8900	9287	9416	9480	8706	8706	8835	9287	7223	7416	7545	7932
			ACFR	ACRDRP	9082	9477	9608	9674	8884	8884	9016	9477	7371	7568	7700	8095
			PLCR	ACRDRP	8350	8713	8834	8894	8168	8168	8289	8713	6777	6958	7079	7442
			ACCR	ACRFGL	9042	9435	9566	9632	8845	8845	8976	9435	7338	7535	7666	8059
			ACFR	ACRFGL	9102	9498	9630	9696	8904	8904	9036	9498	7387	7585	7717	8113
			PLCR	ACRFGL	8378	8742	8864	8924	8196	8196	8317	8742	6800	6982	7103	7467
			DALR	ALCON	7787	7895	7949	7462	7300	7300	7408	7787	6056	6219	6327	6651
			SALR	ALCON	8529	8648	8707	8174	7996	7996	8115	8529	6634	6812	6930	7286
			DALR	ALDRP	7778	7886	7940	7453	7291	7291	7399	7778	6049	6211	6319	6643
			SALR	ALDRP	8580	8699	8758	8222	8043	8043	8162	8580	6673	6852	6971	7328
			DALR	ALFGL	7613	7719	7772	7296	7138	7138	7243	7613	5922	6080	6186	6503
			SALR	ALFGL	8564	8683	8743	8207	8029	8029	8148	8564	6661	6839	6958	7315
12000LM	84	-40°F (-40°C) - 131°F (55°C)	ACCR	-	12418	12958	13138	13228	12148	12148	12328	12958	10079	10349	10529	11069
			ACFR	-	12386	12924	13104	13193	12116	12116	12296	12924	10052	10321	10501	11039
			DALR	-	10377	10828	10978	11053	10151	10151	10301	10828	8422	8647	8798	9249
			PLCR	-	11566	12069	12236	12320	11314	11314	11482	12069	9387	9638	9806	10309
			SALR	-	11365	11859	12023	12106	11118	11118	11282	11859	9223	9471	9635	10129
			ACCR	ACRCON	11626	12132	12300	12384	11373	11373	11542	12132	9436	9688	9857	10362
			ACFR	ACRCON	11697	12206	12375	12460	11443	11443	11613	12206	9493	9748	9917	10426
			PLCR	ACRCON	10864	11336	11493	11572	10628	10628	10785	11336	8817	9053	9211	9683
			ACCR	ACRDRP	11479	11978	12145	12228	11230	11230	11396	11978	9316	9566	9732	10231
			ACFR	ACRDRP	11714	12223	12393	12478	11459	11459	11629	12223	9507	9762	9932	10441
			PLCR	ACRDRP	10770	11238	11394	11472	10536	10536	10692	11238	8741	8975	9131	9599
			ACCR	ACRFGL	11663	12170	12339	12423	11409	11409	11578	12170	9465	9719	9888	10395
			ACFR	ACRFGL	11740	12251	12421	12506	11485	11485	11655	12251	9528	9784	9954	10464
			PLCR	ACRFGL	10806	11276	11433	11511	10572	10572	10728	11276	8770	9005	9162	9632
			DALR	ALCON	10044	10183	10253	9625	9416	9416	9555	10044	7812	8021	8160	8579
			SALR	ALCON	11002	11155	11231	10543	10314	10314	10467	11002	8557	8786	8939	9397
			DALR	ALDRP	10032	10171	10241	9614	9405	9405	9544	10032	7803	8012	8151	8569
			SALR	ALDRP	11066	11220	11297	10605	10375	10375	10528	11066	8607	8838	8991	9452
			DALR	ALFGL	9820	9956	10025	9411	9206	9206	9343	9820	7638	7842	7979	8388
			SALR	ALFGL	11047	11200	11277	10586	10356	10356	10510	11047	8592	8822	8975	9436

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OPERATIONAL DATA (continued)

Lumen Package	Input Watts	Ambient Rating	Reflector	Lens	Delivered Lumens											
					3000K CCT, 70CRI	3500K CCT, 70CRI	4000K CCT, 70CRI	5000K CCT, 70CRI	3000K CCT, 80CRI	3500K CCT, 80CRI	4000K CCT, 80CRI	5000K CCT, 80CRI	3000K CCT, 90CRI	3500K CCT, 90CRI	4000K CCT, 90CRI	5000K CCT, 90CRI
15000LM	103	-40°F (-40°C) - 131°F (55°C)	ACCR	-	14899	15547	15763	15871	14575	14575	14791	15547	12092	12416	12632	13280
			ACFR	-	14860	15506	15721	15829	14537	14537	14752	15506	12060	12383	12598	13244
			DALR	-	12449	12991	13171	13261	12179	12179	12359	12991	10104	10375	10555	11096
			PLCR	-	13876	14479	14681	14781	13575	13575	13776	14479	11262	11563	11765	12368
			SALR	-	13635	14228	14425	14524	13338	13338	13536	14228	11066	11362	11560	12153
			ACCR	ACRCON	13948	14555	14757	14858	13645	13645	13847	14555	11321	11624	11826	12432
			ACFR	ACRCON	14034	14644	14847	14949	13729	13729	13932	14644	11390	11695	11898	12508
			PLCR	ACRCON	13034	13600	13789	13884	12750	12750	12939	13600	10578	10861	11050	11617
			ACCR	ACRDRP	13772	14371	14571	14670	13473	13473	13672	14371	11177	11477	11676	12275
			ACFR	ACRDRP	14054	14665	14869	14971	13749	13749	13952	14665	11406	11712	11915	12526
			PLCR	ACRDRP	12921	13483	13670	13764	12640	12640	12828	13483	10487	10768	10955	11517
			ACCR	ACRFGL	13992	14601	14804	14905	13688	13688	13891	14601	11356	11660	11863	12471
			ACFR	ACRFGL	14085	14698	14902	15004	13779	13779	13983	14698	11432	11738	11942	12554
			PLCR	ACRFGL	12965	13529	13717	13811	12683	12683	12871	13529	10522	10804	10992	11556
			DALR	ALCON	12050	12217	12301	11548	11297	11297	11464	12050	9372	9623	9791	10293
			SALR	ALCON	13199	13383	13474	12649	12374	12374	12558	13199	10266	10541	10725	11274
			DALR	ALDRP	12036	12203	12286	11534	11283	11283	11451	12036	9361	9612	9779	10281
			SALR	ALDRP	13277	13461	13553	12724	12447	12447	12631	13277	10326	10603	10787	11341
			DALR	ALFGL	11782	11945	12027	11291	11045	11045	11209	11782	9164	9409	9573	10064
			SALR	ALFGL	13253	13437	13529	12701	12425	12425	12609	13253	10308	10584	10768	11320
18000LM	125	-40°F (-40°C) - 131°F (55°C)	ACCR	-	18253	19047	19311	19443	17856	17856	18121	19047	14814	15211	15475	16269
			ACFR	-	18205	18996	19260	19392	17809	17809	18073	18996	14775	15171	15434	16226
			DALR	-	15252	15915	16136	16247	14920	14920	15141	15915	12378	12710	12931	13594
			PLCR	-	17000	17739	17985	18109	16630	16630	16877	17739	13797	14167	14413	15152
			SALR	-	16704	17430	17672	17794	16341	16341	16583	17430	13557	13920	14162	14888
			ACCR	ACRCON	17088	17831	18079	18203	16717	16717	16965	17831	13869	14240	14488	15231
			ACFR	ACRCON	17193	17941	18190	18314	16819	16819	17068	17941	13954	14328	14577	15324
			PLCR	ACRCON	15968	16662	16894	17009	15621	15621	15852	16662	12959	13307	13538	14232
			ACCR	ACRDRP	16873	17606	17851	17973	16506	16506	16750	17606	13694	14060	14305	15039
			ACFR	ACRDRP	17218	17966	18216	18341	16844	16844	17093	17966	13974	14348	14598	15346
			PLCR	ACRDRP	15830	16518	16748	16862	15486	15486	15715	16518	12847	13192	13421	14109
			ACCR	ACRFGL	17142	17888	18136	18260	16770	16770	17018	17888	13913	14285	14534	15279
			ACFR	ACRFGL	17256	18006	18257	18382	16881	16881	17131	18006	14005	14380	14630	15381
			PLCR	ACRFGL	15884	16574	16805	16920	15538	15538	15769	16574	12891	13236	13467	14157
			DALR	ALCON	14762	14967	15070	14147	13840	13840	14045	14762	11482	11789	11995	12610
			SALR	ALCON	16171	16395	16508	15497	15160	15160	15385	16171	12577	12914	13139	13813
			DALR	ALDRP	14745	14950	15052	14131	13824	13824	14028	14745	11468	11776	11980	12595
			SALR	ALDRP	16266	16492	16605	15588	15249	15249	15475	16266	12651	12990	13216	13894
			DALR	ALFGL	14434	14634	14735	13833	13532	13532	13732	14434	11226	11527	11728	12329
			SALR	ALFGL	16237	16462	16575	15560	15222	15222	15447	16237	12628	12967	13192	13869

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OPERATIONAL DATA (continued)

Lumen Package	Input Watts	Ambient Rating	Reflector	Lens	Delivered Lumens											
					3000K CCT, 70CRI	3500K CCT, 70CRI	4000K CCT, 70CRI	5000K CCT, 70CRI	3000K CCT, 80CRI	3500K CCT, 80CRI	4000K CCT, 80CRI	5000K CCT, 80CRI	3000K CCT, 90CRI	3500K CCT, 90CRI	4000K CCT, 90CRI	5000K CCT, 90CRI
24000LM	160	-40°F (-40°C) - 131°F (55°C)	ACCR	-	23693	24723	25066	25238	23178	23178	23521	24723	19229	19744	20087	21118
			ACFR	-	23630	24658	25000	25171	23117	23117	23459	24658	19178	19692	20034	21062
			DALR	-	19797	20658	20945	21089	19367	19367	19654	20658	16067	16498	16785	17646
			PLCR	-	22066	23026	23346	23505	21587	21587	21906	23026	17909	18389	18708	19668
			SALR	-	21682	22625	22939	23096	21211	21211	21525	22625	17597	18069	18383	19326
			ACCR	ACRCON	22181	23146	23467	23628	21699	21699	22021	23146	18002	18484	18806	19770
			ACFR	ACRCON	22317	23287	23611	23773	21832	21832	22155	23287	18112	18598	18921	19891
			PLCR	ACRCON	20727	21628	21928	22078	20276	20276	20577	21628	16822	17272	17573	18474
			ACCR	ACRDRP	21901	22853	23171	23329	21425	21425	21742	22853	17775	18251	18568	19520
			ACFR	ACRDRP	22349	23321	23645	23807	21863	21863	22187	23321	18138	18624	18948	19920
			PLCR	ACRDRP	20548	21441	21739	21888	20101	20101	20399	21441	16676	17123	17421	18314
			ACCR	ACRFGL	22251	23219	23541	23702	21767	21767	22090	23219	18059	18543	18865	19833
			ACFR	ACRFGL	22399	23373	23697	23860	21912	21912	22237	23373	18179	18666	18990	19964
			PLCR	ACRFGL	20617	21514	21813	21962	20169	20169	20468	21514	16733	17181	17480	18376
			DALR	ALCON	19162	19428	19561	18364	17964	17964	18231	19162	14904	15303	15569	16368
			SALR	ALCON	20990	21282	21427	20115	19678	19678	19970	20990	16326	16763	17054	17929
			DALR	ALDRP	19140	19405	19538	18342	17943	17943	18209	19140	14886	15285	15551	16348
			SALR	ALDRP	21113	21407	21553	20234	19794	19794	20087	21113	16421	16861	17155	18034
			DALR	ALFGL	18736	18996	19126	17955	17565	17565	17825	18736	14572	14962	15223	16003
			SALR	ALFGL	21076	21368	21515	20197	19758	19758	20051	21076	16392	16831	17124	18002
30000LM	204	-40°F (-40°C) - 122°F (50°C)	ACCR	-	29714	31006	31437	31652	29068	29068	29499	31006	24116	24762	25193	26484
			ACFR	-	29636	30924	31354	31569	28992	28992	29421	30924	24052	24696	25126	26414
			DALR	-	24829	25908	26268	26448	24289	24289	24649	25908	20151	20691	21051	22130
			PLCR	-	27674	28878	29279	29479	27073	27073	27474	28878	22460	23062	23463	24666
			SALR	-	27193	28375	28769	28966	26602	26602	26996	28375	22070	22661	23055	24237
			ACCR	ACRCON	27819	29028	29431	29633	27214	27214	27617	29028	22577	23182	23585	24795
			ACFR	ACRCON	27989	29206	29611	29814	27380	27380	27786	29206	22716	23324	23730	24947
			PLCR	ACRCON	25994	27124	27501	27690	25429	25429	25806	27124	21097	21662	22039	23169
			ACCR	ACRDRP	27467	28661	29059	29258	26870	26870	27268	28661	22292	22889	23287	24482
			ACFR	ACRDRP	28029	29248	29654	29857	27420	27420	27826	29248	22748	23358	23764	24982
			PLCR	ACRDRP	25770	26890	27264	27450	25209	25209	25583	26890	20915	21475	21848	22969
			ACCR	ACRFGL	27906	29119	29524	29726	27299	27299	27704	29119	22648	23255	23660	24873
			ACFR	ACRFGL	28092	29313	29720	29924	27481	27481	27888	29313	22799	23410	23817	25038
			PLCR	ACRFGL	25857	26982	27356	27544	25295	25295	25670	26982	20986	21548	21922	23047
			DALR	ALCON	24032	24366	24533	23031	22530	22530	22864	24032	18692	19192	19526	20527
			SALR	ALCON	26325	26690	26873	25228	24679	24679	25045	26325	20475	21023	21389	22486
			DALR	ALDRP	24004	24337	24504	23004	22504	22504	22837	24004	18670	19170	19503	20503
			SALR	ALDRP	26479	26847	27031	25376	24824	24824	25192	26479	20595	21147	21514	22618
			DALR	ALFGL	23497	23823	23987	22518	22029	22029	22355	23497	18276	18765	19091	20070
			SALR	ALFGL	26432	26799	26982	25330	24780	24780	25147	26432	20558	21109	21476	22577

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OPERATIONAL DATA (continued)

Lumen Package	Input Watts	Ambient Rating	Reflector	Lens	Delivered Lumens											
					3000K CCT, 70CRI	3500K CCT, 70CRI	4000K CCT, 70CRI	5000K CCT, 70CRI	3000K CCT, 80CRI	3500K CCT, 80CRI	4000K CCT, 80CRI	5000K CCT, 80CRI	3000K CCT, 90CRI	3500K CCT, 90CRI	4000K CCT, 90CRI	5000K CCT, 90CRI
36000LM	249	-40°F (-40°C) - 113°F (45°C)	ACCR	-	34589	36093	36594	36845	33837	33837	34338	36093	28072	28824	29325	30829
			ACFR	-	34497	35997	36497	36747	33747	33747	34247	35997	27998	28748	29248	30748
			DALR	-	28902	30158	30577	30787	28274	28274	28692	30158	23457	24085	24504	25760
			PLCR	-	32214	33615	34082	34315	31514	31514	31981	33615	26145	26845	27312	28713
			SALR	-	31654	33030	33489	33718	30966	30966	31424	33030	25690	26378	26837	28213
			ACCR	ACRCON	32382	33790	34259	34494	31678	31678	32147	33790	26281	26985	27454	28862
			ACFR	ACRCON	32580	33997	34469	34705	31872	31872	32344	33997	26442	27150	27622	29039
			PLCR	ACRCON	30259	31574	32013	32232	29601	29601	30039	31574	24558	25215	25654	26970
			ACCR	ACRDRP	31973	33363	33826	34058	31278	31278	31741	33363	25949	26644	27107	28498
			ACFR	ACRDRP	32627	34046	34519	34755	31918	31918	32391	34046	26480	27189	27662	29081
			PLCR	ACRDRP	29997	31301	31736	31953	29345	29345	29780	31301	24345	24998	25432	26737
			ACCR	ACRFGL	32484	33896	34367	34602	31778	31778	32249	33896	26364	27070	27541	28953
			ACFR	ACRFGL	32700	34122	34595	34832	31989	31989	32463	34122	26539	27250	27724	29145
			PLCR	ACRFGL	30099	31408	31844	32062	29445	29445	29881	31408	24428	25083	25519	26827
			DALR	ALCON	27974	28363	28557	26809	26226	26226	26614	27974	21758	22341	22729	23895
			SALR	ALCON	30643	31069	31281	29366	28728	28728	29153	30643	23833	24472	24897	26174
			DALR	ALDRP	27941	28329	28524	26777	26195	26195	26583	27941	21732	22314	22702	23867
			SALR	ALDRP	30823	31251	31465	29539	28896	28896	29325	30823	23973	24615	25044	26328
			DALR	ALFGL	27352	27732	27922	26212	25642	25642	26022	27352	21274	21843	22223	23363
			SALR	ALFGL	30768	31195	31409	29486	28845	28845	29272	30768	23930	24571	24999	26281

UPLIGHT PERCENTAGES (*Based on 24,000LM 40K 80CRI)

Reflector Option	Flat Lens	Conical Lens	Drop Lens	L/Lens
ACFR	18.0%	17.0%	17.4%	13.1%
ACCR	7.2%	5.8%	7.4%	2.7%
PLCR	6.6%	5.0%	6.8%	2.2%
SALR	0.1%	0.1%	1.7%	0.0%
DALR	0.1%	0.1%	1.8%	0.1%

AO CHART

	AO Position	% Lumen Output	% Wattage
9000LM	1	37%	38%
	2	50%	49%
	3	63%	62%
	4	76%	74%
	5	89%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%
12000LM	1	49%	36%
	2	51%	48%
	3	64%	60%
	4	76%	74%
	5	89%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%
15000LM	1	38%	36%
	2	51%	48%
	3	64%	61%
	4	77%	74%
	5	89%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%

	AO Position	% Lumen Output	% Wattage
18000LM	1	38%	36%
	2	51%	48%
	3	64%	61%
	4	77%	74%
	5	89%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%
24000LM	1	38%	35%
	2	51%	48%
	3	64%	61%
	4	77%	74%
	5	89%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%

	AO Position	% Lumen Output	% Wattage
30000LM	1	39%	37%
	2	52%	49%
	3	65%	62%
	4	77%	75%
	5	89%	88%
	6	100%	100%
	7	100%	100%
	8	100%	100%
36000LM	1	39%	36%
	2	53%	49%
	3	66%	61%
	4	78%	74%
	5	90%	87%
	6	100%	100%
	7	100%	100%
	8	100%	100%

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OPERATIONAL DATA (continued)

LUMEN MAINTENANCE TABLE

Lumen Package	25,000	35,000	50,000	60,000
9000LM	0.97	0.96	0.95	0.94
12000LM	0.97	0.96	0.95	0.94
15000LM	0.96	0.95	0.94	0.93
18000LM	0.96	0.95	0.94	0.93
24000LM	0.96	0.95	0.93	0.93
30000LM	0.95	0.94	0.93	0.92
36000LM	0.95	0.93	0.91	0.90

LAT TABLE VS. AMBIENT TEMPERATURE (C)

Lumen Package	25	30	35	40	45	50	55
9000LM	1.00	1.00	0.99	0.99	0.98	0.98	0.97
12000LM	1.00	1.00	0.99	0.98	0.98	0.97	0.97
15000LM	1.00	0.99	0.99	0.98	0.98	0.97	0.96
18000LM	1.00	0.98	0.98	0.97	0.96	0.96	0.95
24000LM	1.00	0.99	0.99	0.98	0.97	0.97	0.96
30000LM	1.00	0.99	0.99	0.98	0.97	0.97	
36000LM	1.00	0.99	0.99	0.98			

REFLECTORS AND LENSES



Aluminum reflector
Available specular (SALR) or diffuse (DALR)



Acrylic frosted reflector (ACFR)



Clear acrylic (ACCR) or polycarbonate reflector (PLCR)



Acrylic drop lens (ACRDRP)

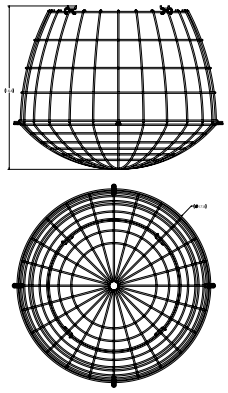


Flat prismatic lens (ALFGL)

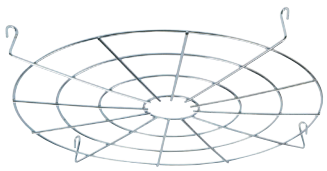


Conical lens (ALCON)

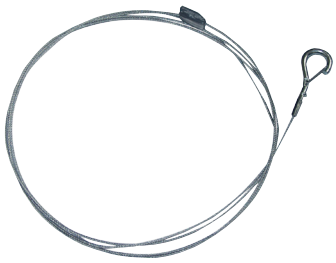
OPTIONS AND ACCESSORIES



Full Wire Guard (FWG)
All dimensions are in inches.



Wire Guard (WG)



Safety Cable (JCBLSC120 or JCBLSC240)



Cast Hook Female (JCBLHKF)

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SELECTIONS BELOW WILL EXTEND ORDER LEAD TIME. CONSULT YOUR SALES REPRESENTATIVE FOR DETAILS.

SINGLE RELAY

ORDERING INFORMATION

Example: LAH0SZU

Series	Lens option	Dimming/Photocell	Max. dim level	Min. dim level	Temp/Humidity	Default occupancy time delay
L LSXR passive infrared indoor occupancy sensor	A High mount, 360° B Low mount, 360° C High mount aisleway	0 None[1] H High/low occupancy operation P Switching photocell (on/off)[1] M Dimming and switching photocell G Dimming and switching photocell with high/low occupancy operation	0 10 VDC 9 9 VDC 8 8 VDC 7 7 VDC	S Minimum dim level of ballast 1 1 VDC 2 2 VDC 3 3 VDC 4 4 VDC 5 5 VDC 6 6 VDC	Z None T Low temperature[2]	I 30 sec D 2.5 min X 5.0 min R 7.5 min U 10.0 min (with minimum 15 minute on time) V 15.0 min W 20.0 min Y 30.0 min

Notes

1 Max and min dim levels not applicable with this option.

2 Ambient temperature rating of -4°F (-20°C) to 131°F (55°C).

Example: LENS 50 J100

Replacement lenses: *Order as separate catalog number.*

Series	Lens type	Package quantity
LENS	6 High mount 360° 10 Low mount 360° 50 High mount aisleway	[blank] Single Lens J10 10-pack J100 100-pack

Bluetooth Sensor

Model	Default Operation	LSXR Equivalent	Occupancy Time Delay	Photocell Mode	Photocell Set-point	Low Trim	High Trim	Dim to Off Time Delay
LSXBTP	On/Off Occupancy Only Disabled	LSXR 10 LT or LB00STU	10 minutes	Disabled	n/a	n/a	100%	Disabled
LSXBTPHL	Occupancy w/ 0-10V Dimming (High/Low/Off)	LSXR 10 HL LT or LBH0STU	10 minutes	Disabled	n/a	10%	100%	2.5 minutes
LSXBTPADC	Occupancy w/ Dim & Switch Photocell	LSXR 10 ADC LT or LBM0STU	10 minutes	On/Off & Auto Dim	50 fc	10%	100%	0 seconds
LSXBTPANL	Dim & Switch Photocell with High/Low Occupancy Operation	LSXR 10 ANL LT or LBG0STU	10 minutes	On/Off & Auto Dim	50 fc	10%	100%	Stay Dim/Never Off

SBG BTP Wireless Sensor: Web Page | Presentation
VLP Mobile App: Web Page | Sell Sheet | FAQ | User Guide | Configuration Video

PHOTOMETRICS

See www.lithonia.com.

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ATTACHMENT B - AGREEMENT

AGREEMENT FOR DESIGN/BUILD SERVICES WITH A GUARANTEED MAXIMUM PRICE

THIS AGREEMENT is entered into this ___ day of _____, 2026, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____(name of party) a Michigan _ _____ (Corporation, P.C., LLC, etc.), whose address is _____ , (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties, and effective upon the Mayor's signature.

WHEREAS, the City desires to hire Contractor to provide Design/Build services to renovate the first floor at 400 E. Lincoln, Birmingham, MI for the future home of Next for the provision of senior services and in connection therewith has requested proposals for Design/Build Services; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response to a request for proposals in order to provide Design/Build services to renovate the first floor at 400 E. Lincoln for the future home of Next.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal dated July 17, 2026 ("RFP") shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the RFP, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of 10 months from the date stated above. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use all plans, information and building construction provided such as information, maps, and recommendations) prepared by the Contractor through such date.

3. FEES: The fees for this entire Design/Build project shall not exceed a total of _____Dollars ($_____.00).

4. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless

otherwise specified by the City.

5. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than ten (10) business days from the date of execution by both parties of this Agreement.

7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

8. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of Federal or State withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject. Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

12. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

*use when applicable

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of $1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of

Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: Jana L. Ecker, City Manager

Contractor: _____
_____
_____
_____
Attn: _____

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City

has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a Federal or State court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____ to the City's Request for Proposals and attached hereto as Attachment B. In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the documents shall control in the following order of precedence: (1) this Agreement; (2) the RFP documents; and (3) the Contractor's response.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

_____
Contractor

By:_____
Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Jana L. Ecker, City Manager
(Approved as to substance)

_____
Jeff Zielke, Building Official
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

_____
Mary Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT C - BIDDER'S AGREEMENT
FOR DESIGN/BUILD AT 400 E. LINCOLN

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT D - COST PROPOSAL
FOR DESIGN/BUILD AT 400 E. LINCOLN

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	**BID AMOUNT**
	$
	$
	$
	$
	$
	$
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
	$
	$
GRANDTOTAL AMOUNT	$

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT E – IRAN SANCTIONS
FOR DESIGN/BUILD AT 400 E. LINCOLN

CONTRACTOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq*.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the Contractor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Contractor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Contractors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Contractor, by his/her signature below, certifies that: the Contractor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Contractor's Authorized Agent: _____

Printed Name of Contractor's Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

RFP
DESIGN/BUILD AT 400 E. LINCOLN

Submitted By:
DMC Consultants, lnc.
13500 Foley Street
Detroit, Ml 48227
(313) 491-1815
dmcgroupusa.com

DMC GROUP
DMC CONSULTANTS, INC.

Due Date: 08/10/2026 03:00 PM

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Executed Agreement (Attachment B)

Bidder's Agreement (Attachment C)

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Vendor's Certification (Attachment E).

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Work Plan

Schedule

Firm History & Qualifications

Organization Chart

Resumes

List of Subcontractors & their Qualifications

References

Appendix A: Licenses&Certifications

AGREEMENT FOR DESIGN/BUILD SERVICES WITH A GUARANTEED MAXIMUM PRICE

THIS AGREEMENT is entered into this ___ day of _____, 2026, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and DMC Consultants, Inc. (name of party) a Michigan Corporation (Corporation, P.C., LLC, etc.), whose address is 13500 Foley St, Detroit, MI 48227, (hereafter referred to as Contractor and the foregoing shall collectively be referred to as the parties, and effective upon the Mayor's signature.

WHEREAS, the City desires to hire Contractor to provide Design/Build services to renovate the first floor at 400 E. Lincoln, Birmingham, MI for the future home of Next for the provision of senior services and in connection therewith has requested proposals for Design/Build Services; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response to a request for proposals in order to provide Design/Build services to renovate the first floor at 400 E. Lincoln for the future home of Next.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the City's Request for Proposal dated July 17, 2026 ("RFP") shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.") In the event of a conflict in any of the terms of this Agreement and the RFP, the terms of this Agreement shall prevail.

2. TERM: This Agreement shall have a term of 10 months from the date stated above. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, Contractor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use all plans, information and building construction provided such as information, maps, and recommendations) prepared by the Contractor through such date.

3. FEES: The fees for this entire Design/Build project shall not exceed a total of _____Dollars ($_____.00).

4. TERMS OF PAYMENT: The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless

otherwise specified by the City.

5. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

6. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than ten (10) business days from the date of execution by both parties of this Agreement.

7. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

8. INDEPENDENT CONTRACTOR: The Contractor and the City agree that the Contractor is acting as an independent contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of Federal or State withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

9. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Contractor is subject. Contractor hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

11. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

12. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

*use when applicable

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of $1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

H. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of

Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Attn: Jana L. Ecker, City Manager

Contractor: DMC Consultants, Inc.
13500 Foley Street
Detroit, MI 48227

Attn: Mike Chaudhary

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

16. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City

has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a Federal or State court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 08/10/2026 to the City's Request for Proposals and attached hereto as Attachment B. In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the documents shall control in the following order of precedence: (1) this Agreement; (2) the RFP documents; and (3) the Contractor's response.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

DMC Consultants, Inc.
Contractor

By: M. Chaudhary
Its: President/CEO

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 5 day of August, 2026, before me personally appeared Mike Chaudhary, who acknowledged that with authority on behalf of DMC Consultants Inc. to do so he/she signed this Agreement.

Rachel McGowan
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 12/23/27

Rachel McGowan
Notary Public, State of Michigan
County of Wayne
My Commission Expires Dec. 23, 2027
Acting in the County of Wayne

CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

Jana L. Ecker, City Manager
(Approved as to substance)

Jeff Zielke, Building Official
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

Mary Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT C - BIDDER'S AGREEMENT
FOR DESIGN/BUILD AT 400 E. LINCOLN

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Mike Chaudhary	8/10/2026
BID PREPARED BY (Print Name)	**DATE**
President/CEO	8/10/2026
TITLE	**DATE**
M Chaudhary	mike@dmcgroupusa.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
DMC Consultants, Inc.	
COMPANY	
13500 Foley St, Detroit, MI 48227	(313) 491-1815
ADDRESS	**PHONE**
N/A	N/A
NAME OF PARENT COMPANY	**PHONE**
N/A	
ADDRESS	

ATTACHMENT D - COST PROPOSAL
FOR DESIGN/BUILD AT 400 E. LINCOLN

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	**BID AMOUNT**
DESIGN SERVICES (AOR/MEPFS)	$200,000
ARCHITECTURAL/STRUCTURAL	$1,250,000
MEP	$1,500,000
CONTINGENCY	$200,000
	$
	$
TOTAL BID AMOUNT	$3,150,000
ADDITIONAL BID ITEMS	
	$
	$
GRANDTOTAL AMOUNT	$3,150,000

Firm Name DMC Consultants, Inc.

Authorized signature M Chaudhary Date 8/10/2026

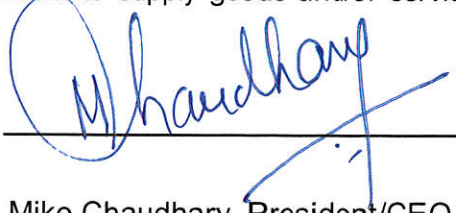
ATTACHMENT E – IRAN SANCTIONS
FOR DESIGN/BUILD AT 400 E. LINCOLN

CONTRACTOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the Contractor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Contractor	
Legal Name	DMC Consultants, Inc.
Street Address	13500 Foley Street
City	Detroit
State, Zip	MI, 48227
Corporate I.D. Number / State	800663546 / Michigan
Taxpayer I.D. #	20-3761128

The undersigned, with: 1) full knowledge of all of Contractors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Contractor, by his/her signature below, certifies that: the Contractor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Contractor's Authorized Agent: 

Printed Name of Contractor's Authorized Agent: Mike Chaudhary, President/CEO

Witness Signature: 

Printed Name of Witness: Denisa Lami



Project Experience

PAL Rec Center Renovation

CLIENT

Detroit Police Athletic League

SERVICES

General Construction

COMPLETION DATE

December 2025

CONTRACT COST

$2,883,960.00

CONTACT INFORMATION

David Greenwood

313-833-1600 EXT 245

dgreenwood@detroitpal.org

PROJECT INFORMATION

DMC was awarded a contract with the Detroit Police Athletic League (PAL) to renovate an existing building that would then be used as a recreational center for the organization.

RELEVANT SCOPE OF WORK

- Electrical Services
- Plumbing Services
- HVAC Services
- ADA Lift Installation
- Rough & Finish Carpentry
- Fire Suppression System Installation

DMC GROUP
DMC CONSULTANTS, INC.



Project Experience

DPD Training Academy Buildout

CLIENT

City of Detroit, Police Dept.

SERVICES

Design-Build, General Construction

COMPLETION DATE

August 2024

CONTRACT COST

$6.9 Million

CONTACT INFORMATION

Jeff Schultz

(313)920-1821

schultzj@detroitmi.gov

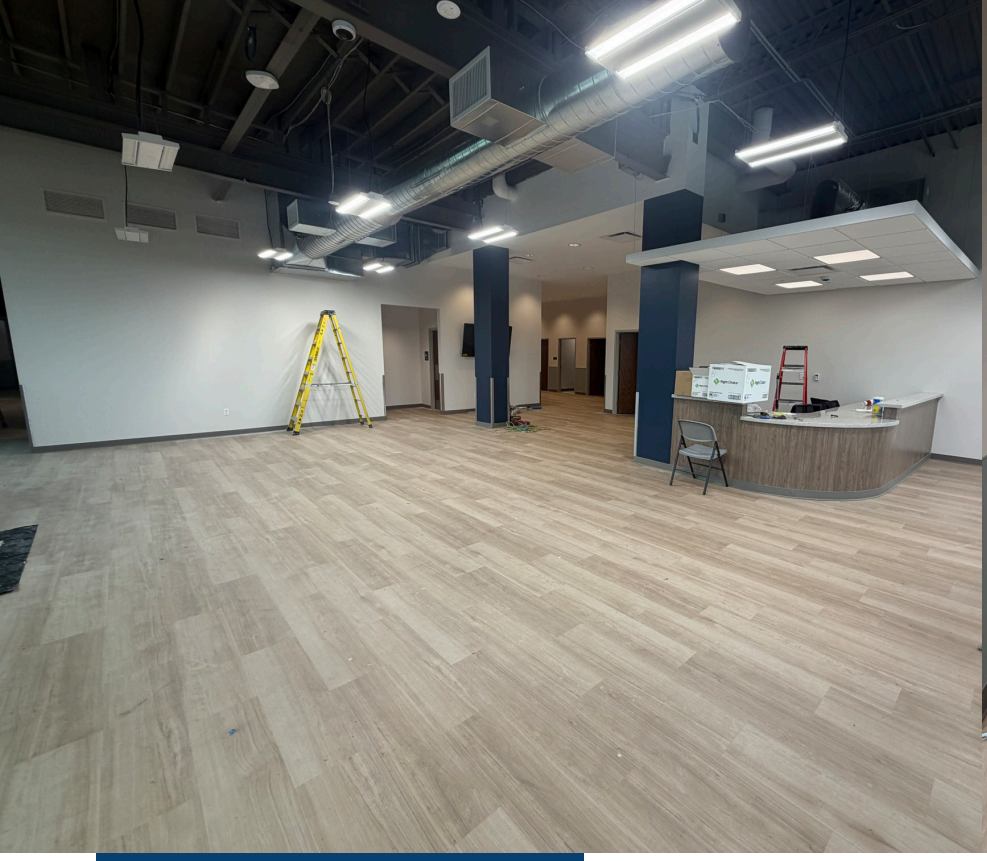
PROJECT INFORMATION

DMC was selected by the City of Detroit to bring the DPD Training Academy, located at 6050 Linwood, to a state of good repair and to improve the training environment for the DPD cadets/trainees. The facility is two stories, situated on approximately 8 acres of land, and is about 242,000 SF in size.

RELEVANT SCOPE OF WORK

- Design-Build full permit drawings consisting of architectural, MEP for submission and permitting per City of Detroit/DPD standards
- Extensive mechanical upgrades, architectural finishes, new lighting, and new fixtures on 240,000+SF area of work
- Work within an active facility (utilized phased approach)

DMC GROUP
DMC CONSULTANTS, INC.





Project Experience

CLIENT

City of Detroit - CDD

SERVICES

General Construction

COMPLETION DATE

August 2026

CONTRACT COST

$3,643,687.00

CONTACT INFORMATION

David Larson

(313)500-6746

david.larson@detroitmi.gov

Mt. Elliot Senior Center Renovation (Design-Build)

PROJECT INFORMATION

DMC was contracted by the City of Detroit to design and construct 5 parcels to create a 6,650sf community center in an existing building and create a parking lot on the adjacent land north of the building across East Fort Street.

RELEVANT SCOPE OF WORK

- Carpentry
- Reception desk
- Bathroom renovation
- Plumbing upgrades as needed
- HVAC upgrades as needed
- Structural modifications as needed
- New finishes throughout the building
- Electrical upgrades as needed
- Provide and install a new fenced asphalt parking lot
- Design/Landscape for parking area and building frontage/main entrance

DMC GROUP
DMC CONSULTANTS, INC.

1. Overall Project Approach

DMC Group has an extensive amount of recent experience working with municipal entities on delivering design-build projects with a public-use component in existing buildings, often historic in nature. Through these projects DMC has developed our own

For this project, DMC proposes a collaborative, investigation-driven design-build process that advances design, constructability, cost validation, permitting, procurement, and early field investigations concurrently. The purpose of this approach is to reduce the risk associated with renovating an existing multi-addition building while maintaining the schedule required for Birmingham Next's occupancy.

The existing facility contains approximately 40,000 square feet and was constructed through several additions dating from the late 1950s through the 1980s. Because portions of the structural framing and building systems are concealed, the project requires a disciplined existing-conditions verification process before final construction documents and trade pricing are completed.

Our work plan will be organized around the following principles:

- Maintain one **INTEGRATED** design, construction, cost, and schedule team.
- Conduct exploratory demolition and confirm existing conditions before committing the City to final details.
- Develop the project through defined City review and approval milestones.
- Package long-lead procurement and early work separately when beneficial.
- Maintain continuous cost reconciliation against the City's available budget.
- Preserve sufficient schedule contingency before the May 2027 occupancy deadline.

DMC will serve as the central point of accountability for the City, coordinating the architect, engineering consultants, trade contractors, City departments, permitting authorities, Birmingham Next representatives, and other project stakeholders.

Relevant Project Experience Applied to This Work Plan

Mt. Elliott Senior Center

Experience from the Mt. Elliott Senior Center will inform DMC's approach to senior-focused programming, accessibility, public-facing spaces, finish selection, stakeholder coordination, and construction planning around the needs of older adults. Lessons from that project will be applied to wayfinding, accessible circulation, reception functions, activity spaces, comfort, safety, and turnover planning.

Detroit Police Department Training Academy

The DPD Training Academy demonstrates DMC's experience managing complex renovation work involving significant existing mechanical, electrical, life-safety, access-control, and interior improvements. The project required detailed coordination of existing systems, phased construction activities, equipment replacement, and work within an established public facility. That experience directly supports the Birmingham project's need for early systems verification, controlled shutdowns, trade coordination, and disciplined documentation.

Detroit PAL Recreation Center

The Detroit PAL Recreation Center was an existing building renovation where DMC advised during preconstruction and was the construction manager/general contractor on a historical recreation center in the City of Detroit, for the Detroit Police Athletic League. This project showcased DMC's ability to deliver community and recreation spaces serving a broad range of users. Relevant experience includes coordinating public assembly and recreation functions, durable finishes, accessibility, stakeholder expectations, specialty spaces, and the integration of building systems into an active community-focused facility.

Together, these projects demonstrate DMC's ability to combine senior-service, recreation, community-facility, and complex renovation experience into a single coordinated design-build delivery plan.

Additionally, DMC has worked alongside the proposed Architect of Record, **4545 Architecture** on various projects. Most recently we have worked together as a design-build team on the Northwest Activities Center in City of Detroit.









2. Project Initiation and Validation

Immediately following Notice to Proceed, DMC will conduct a formal project kickoff meeting with the City, Birmingham Next, the design team, and key technical consultants. The kickoff meeting will establish:

- Project goals and success criteria.
- Required Birmingham Next program and operational needs.
- City review and approval procedures.
- Communication and document-control protocols.
- Design decision deadlines.
- Budget and contingency parameters.
- Site-access procedures.
- Hazardous-material and exploratory-demolition protocols.
- Permitting responsibilities.
- Required occupancy and turnover milestones.

DMC can prepare the following as required:

- Master design-build schedule.
- Design-assumption and risk register.
- RFI/Submittal log.
- Value-Engineering log.
- Procurement and long-lead equipment log.
- Cost plan and estimate reconciliation.

The City will be provided with concise progress reporting identifying work completed, decisions required, budget status, schedule status, emerging risks, and planned activities for the following reporting period.

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3. Existing-Conditions Verification and Exploratory Work

DMC considers early verification of the existing building to be one of the most important elements of the project. The available Revit model was developed for bridging purposes, is not complete to construction-document detail, and includes CAD backgrounds for portions of the building and lower levels. The RFP clarification specifically cautions that the model should not be relied upon by itself to verify existing conditions.

During the initial design period, DMC will coordinate field verification by the design consultants and major trade contractors. Activities will include:

- Verification of existing room dimensions, wall locations, floor elevations, ceiling heights, and shaft conditions.
- Documentation of existing structural, architectural, mechanical, electrical, plumbing, fire-protection, fire-alarm, and low-voltage systems.
- Confirmation of utility service sizes, capacities, routing, and points of connection.
- Verification of available electrical capacity and panel conditions.
- Investigation of existing HVAC equipment, controls, ductwork, hydronic piping, and ventilation.
- Investigation of roof, exterior-wall, waterproofing, and below-grade conditions affecting the planned work.
- Accessibility and code-compliance assessment.
- Hazardous-material review before intrusive work.
- Selective exploratory openings where concealed conditions could affect design, cost, or schedule.

Exploratory demolition will be performed under controlled conditions and coordinated with the design team. Openings may include limited removal of ceilings, wall finishes, floor finishes, equipment enclosures, roofing components, and other concealed assemblies. All openings will be documented, temporarily protected, and restored or incorporated into the final construction work.

Particular attention will be given to conditions identified in the existing assessment, including:

- Basement pool-room foundation walls and structural slabs.
- Corroded or deteriorated structural elements.
- Waterproofing above the boiler room.
- Existing roof conditions and evidence of moisture infiltration.
- Pool-area air-handling and exhaust conditions.
- Existing emergency shower and eyewash facilities.

- Fire-protection coverage.
- Existing electrical working clearances and panel conditions.
- Building-envelope sealants, masonry, and exterior steel supports.

The existing assessment recommends further investigation of the pool basement walls and ceiling slabs and a destructive investigation of the waterproofing assembly above the boiler room.

Findings will be incorporated into a written Existing-Conditions Validation Report and presented to the City before completion of the design-development phase.

---

4. Design Management

4.1 Programming and Basis-of-Design Confirmation

The design team will begin by validating the bridging documents against Birmingham Next's final operational requirements. DMC will facilitate workshops addressing:

- Space use and departmental adjacencies.
- Reception and public circulation.
- Offices, meeting rooms, activity rooms, classrooms, fitness areas, and support spaces.
- Kitchen, serving, storage, and appliance requirements.
- Accessibility and senior-friendly design.
- Security and access control.
- Audio-visual and technology requirements.
- Furniture and equipment coordination.
- Maintenance access and lifecycle considerations.
- Future flexibility and expansion.

The project team will prepare a confirmed basis-of-design narrative documenting the systems and assumptions used for development of the final documents.

4.2 Design Development

During design development, the team will advance coordinated architectural, structural, civil, mechanical, electrical, plumbing, fire-protection, fire-alarm, technology, and accessibility solutions.

DMC will conduct interdisciplinary design reviews at approximately:

- **30% Design**
- **60% Design**
- **90% Design**
- **Permit/Issued-for-Construction Documents**

The City's clarification requires the design-build team to define how proposed MEP systems will utilize and connect to existing systems. DMC will therefore develop a written MEP systems narrative that clearly identifies:

- Existing equipment and systems to remain.
- Existing systems to be modified, abandoned, or removed.
- New system capacities and zoning.
- Utility and control-system interfaces.
- Temporary shutdown requirements.
- Testing and balancing requirements.
- Commissioning and startup procedures.
- Future maintenance and replacement considerations.

4.3 Constructability Reviews

DMC's project manager, superintendent, estimators, and key trade partners will participate throughout design rather than waiting for completion of construction documents.

Constructability reviews will evaluate:

- Access to concealed and restricted areas.
- Means and methods for selective demolition.
- Temporary protection and weatherproofing.
- Sequence of structural and MEP modifications.
- Equipment removal and replacement routes.
- Required utility outages.
- Above-ceiling congestion.
- Existing-to-new system transitions.
- Firestopping and rated-assembly continuity.

- Accessibility details.
- Material availability and lead times.
- Opportunities for prefabrication.
- Potential bid-package separations.

All comments will be tracked through the Design process for integration in the final construction documents.

---

5. Cost Control and Guaranteed Maximum Price Development

DMC will maintain continuous cost alignment throughout the design period. Cost control will be performed through a progressively detailed estimating process:

Initial Cost Validation

Following kickoff and initial investigations, DMC will reconcile the proposal basis with:

- Bridging-document requirements.
- Existing-condition information.
- Identified allowances.
- Accepted clarifications.
- Known exclusions.
- Project contingencies.
- Anticipated permitting and agency requirements.

Design-Phase Estimates

Updated estimates will be prepared at the following milestones (adjustable as required):

- Bridging Docs
- 30/60/90 Design
- Final permit/GMP documents.

Each estimate will be organized by major trade or CSI division and will distinguish:

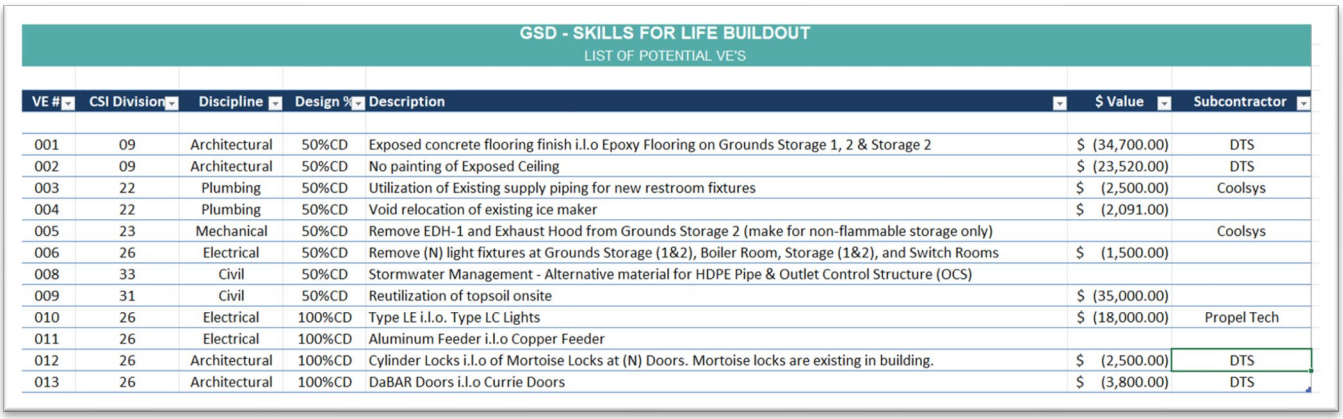
- Base-scope construction.
- Existing-condition allowances.

- Owner-requested options.
- Alternates.
- Design and permitting costs.
- General conditions.
- Bonds and insurance.
- Escalation.
- Design contingency.
- Construction contingency.

When an estimate indicates a potential budget variance, DMC will present the City with corrective options that identify cost, schedule, quality, lifecycle, and operational impacts. Value-management recommendations will focus on maintaining the City's essential program rather than merely reducing initial cost.

The final GMP reconciliation will be supported by subcontractor and supplier pricing, scope sheets, allowances, alternates, clarifications, and contingency documentation.

Below is an example of a value engineering log provided during one of our recent Design-Build projects:

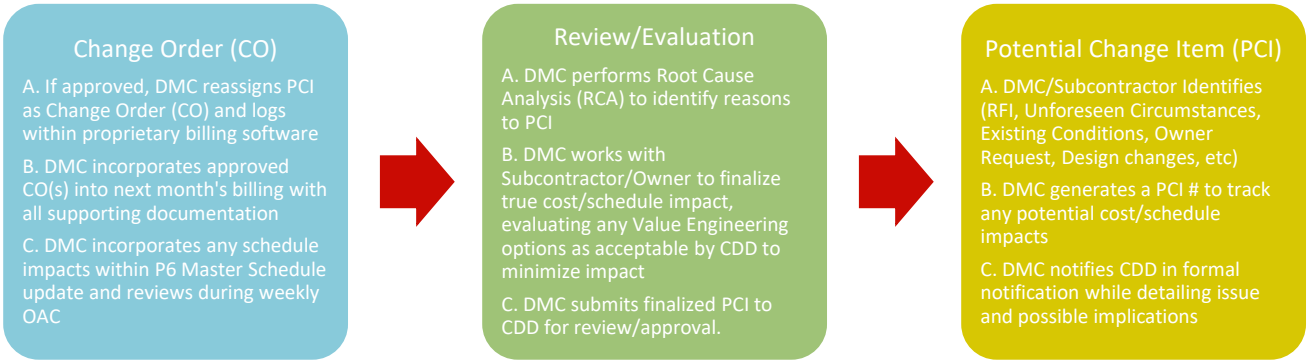


GSD - SKILLS FOR LIFE BUILDOUT
LIST OF POTENTIAL VE'S

VE #	CSI Division	Discipline	Design %	Description	$ Value	Subcontractor
001	09	Architectural	50%CD	Exposed concrete flooring finish i.l.o Epoxy Flooring on Grounds Storage 1, 2 & Storage 2	$ (34,700.00)	DTS
002	09	Architectural	50%CD	No painting of Exposed Ceiling	$ (23,520.00)	DTS
003	22	Plumbing	50%CD	Utilization of Existing supply piping for new restroom fixtures	$ (2,500.00)	Coolsys
004	22	Plumbing	50%CD	Void relocation of existing ice maker	$ (2,091.00)	
005	23	Mechanical	50%CD	Remove EDH-1 and Exhaust Hood from Grounds Storage 2 (make for non-flammable storage only)		Coolsys
006	26	Electrical	50%CD	Remove (N) light fixtures at Grounds Storage (1&2), Boiler Room, Storage (1&2), and Switch Rooms	$ (1,500.00)	
008	33	Civil	50%CD	Stormwater Management - Alternative material for HDPE Pipe & Outlet Control Structure (OCS)		
009	31	Civil	50%CD	Reutilization of topsoil onsite	$ (35,000.00)	
010	26	Electrical	100%CD	Type LE i.l.o. Type LC Lights	$ (18,000.00)	Propel Tech
011	26	Electrical	100%CD	Aluminum Feeder i.l.o Copper Feeder		
012	26	Architectural	100%CD	Cylinder Locks i.l.o of Mortoise Locks at (N) Doors. Mortoise locks are existing in building.	$ (2,500.00)	DTS
013	26	Architectural	100%CD	DaBAR Doors i.l.o Currie Doors	$ (3,800.00)	DTS

As previously mentioned, one of the key components in successful project execution is control over the budget. Led by a strong preconstruction effort, DMC will have a strong grasp on project costs going into construction for the Birmingham Senior Center. We will utilize our cloud-based proprietary software to track these finances. Our system is designed to track and report project expenditures easily, supporting the PM and City of Birmingham in forecasting and controlling costs and providing DMC with pertinent information during project execution. Key cost control features provided by our software are:

- Accurate and timely cost and revenue data
- Cost and schedule variance data
- Procurement/purchasing systems tied to budgeting.



If changes are identified during construction, we have developed a simple, yet effective workflow for tracking all changes. Our process has been practiced and refined on various projects and across multiple sectors using technologies to minimize the efforts required by all parties and to maximize effectiveness in reporting and billing. This workflow has been utilized by DMC on all recently successful projects, and it consists of a 3-Step Plan:

(1) Identification

(2) Analysis/Value Engineering

(3) Incorporation

We manage change by requiring our on-site personnel to identify the differing site conditions immediately, however, the project team will evaluate the nature and potential impact of the change including alternative approaches that may provide a better solution. The PM, via the Contract Administrator, will request a formal modification (funds, time, or both*). No additional work will be performed without written authorization to proceed.*

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6. Permitting and Agency Coordination

Permitting coordination will begin during design rather than after completion of all documents. Early meetings will be held with the applicable City departments and reviewing officials to confirm:

- Building-code requirements.

- Accessibility requirements.
- Fire-protection and fire-alarm expectations.
- Plumbing and mechanical requirements.
- Electrical requirements.
- Energy-code compliance.
- Required inspections and special inspections.
- Permit submission format.
- Review durations.
- Partial or early-work permit opportunities.

The full permit submission is planned at the conclusion of the 90-day design period. A 30-calendar-day permitting duration has been included in the schedule.

During permit review, the design team will respond promptly to plan-review comments. DMC will maintain a permit comment log assigning responsibility and response dates to each item. Design clarifications that do not affect the permit will continue so that procurement and mobilization can advance concurrently.

Where approved by the City, early permits may be pursued for:

- Exploratory demolition.
- Hazardous-material abatement.
- Selective interior demolition.
- Temporary protection.
- Utility investigation or relocation.
- Long-lead equipment support work.

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7. Procurement and Trade Contractor Coordination

DMC will develop a procurement plan during design and update it as equipment selections are finalized. Early market outreach will be conducted for critical trades, including:

- Selective demolition and abatement.
- Structural repairs and modifications.
- Roofing and waterproofing.

- Mechanical and controls.
- Electrical and lighting.
- Plumbing.
- Fire protection.
- Fire alarm.
- Doors, frames, and hardware.
- Casework and built-in millwork.
- Specialty equipment.
- Flooring and interior finishes.

Long-lead equipment and materials will be identified during the 30% design stage. Potential early-release items may include HVAC equipment, electrical gear, controls, fire-alarm components, doors and hardware, specialty plumbing fixtures, casework, and selected appliances.

Procurement decisions will be presented to the City with:

- Required release date.
- Current lead time.
- Approved manufacturer.
- Cost status.
- Required design information.
- Submittal duration.
- Delivery date.
- Schedule consequence of delayed approval.

The RFP clarification indicates that plumbing and lighting fixtures, built-in cabinets, counters, reception desks, and most appliances are to be included, while movable furniture, gym equipment, and certain relocated kitchen equipment are excluded. DMC will maintain an Owner/Contractor Responsibility Matrix to prevent gaps or duplicated procurement.

---

8. Construction Planning and Execution

8.1 Mobilization and Site Logistics

Before major construction begins, DMC will prepare a site-specific logistics and safety plan addressing:

- Construction access and deliveries.
- Worker and visitor parking.
- Temporary fencing and signage.
- Interior separation and dust control.
- Temporary utilities.
- Material staging.
- Dumpster and debris routes.
- Emergency access.
- Existing property protection.
- Security and key control.
- Noise and work-hour restrictions.
- Utility shutdown procedures.
- Public and neighboring-property considerations.

Because summer YMCA programming continues through August 21, 2026, initial activities before that date should be limited to planning, controlled surveys, and prearranged investigations that do not interfere with the remaining programming.

8.2 Early Investigations and Selective Demolition

Following turnover of the facility, DMC will expand exploratory work and complete selective demolition necessary to expose and verify concealed systems. Early demolition will be coordinated with the design team so field discoveries can be incorporated before affected portions of the construction documents are finalized.

---

9. Quality Assurance and Quality Control

DMC will implement a project-specific quality-control program beginning during design and continuing through closeout.

Quality-control measures will include:

- Design coordination and interdisciplinary reviews.
- Constructability reviews at each design milestone.
- Existing-condition verification.
- Submittal and shop-drawing coordination.
- Preinstallation meetings for critical scopes.
- First-work inspections.
- Mockups and sample approvals where appropriate.
- In-wall and above-ceiling inspections before concealment.
- Waterproofing and envelope inspections.
- MEP startup checklists.
- Testing and balancing.
- Fire-alarm and fire-protection testing.
- Final inspections and corrective-work tracking.
- Digital photographic documentation.

The superintendent will maintain daily field reports, inspection records, deficiency logs, and photographic documentation. No work will be concealed until required inspections and quality-control reviews have been completed.

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10. Safety and Occupant Protection

Safety is a key pillar within the field operations at DMC Group. With an **EMR of 0.76**, DMC emphasizes safety on all jobsites with preparations of site-specific safety plan addressing demolition, hazardous-material procedures, confined and restricted spaces, fall protection, electrical safety, hot work, material handling, temporary protection, and emergency response.

For the Birmingham Senior Center, Special emphasis will be placed on:

- Securing the vacant or partially occupied facility.
- Controlling dust and airborne contaminants.
- Maintaining safe access for authorized City representatives.
- Lockout/tagout during MEP modifications.
- Coordinating shutdowns.

- Protecting existing systems that remain operational.
- Separating construction areas from any authorized nonconstruction use.
- Maintaining fire protection and emergency egress during construction.

Daily safety planning and weekly toolbox talks will reinforce project-specific hazards and upcoming operations.

Additionally, DMC utilizes 3rd party safety consultants who routinely visit our jobsites and provide a hazard analysis/risk survey to the executive leadership. Projects get scored on their conformance to DMC's safety standards, and corrective actions are taken where required.

11. Stakeholder Communication and Decision Management

DMC recommends the following meeting structure:

Meeting	Frequency	Primary Purpose
Design Coordination Meetings + Owner-NEXT Workshops	Weekly during design	Design status, existing conditions, RFIs, cost, schedule and decisions Assisting in Owner-selections for equipment, fixtures, finishes
OAC Meeting (Construction)	As required during Construction	Executive-level progress, approvals, risks and budget
Trade coordination meeting	Weekly during construction (DMC)	Sequencing, submittals, manpower, inspections and constraints
Daily Huddle	Daily during construction (DMC)	Immediate safety, access and production issues
Commissioning/closeout meeting	Bi-Weekly at 75% Completion	Testing, training, punch list and turnover

Meeting minutes will identify each decision, responsible party, and required response date. Matters affecting the critical path will be elevated immediately rather than held until the next regularly scheduled meeting.

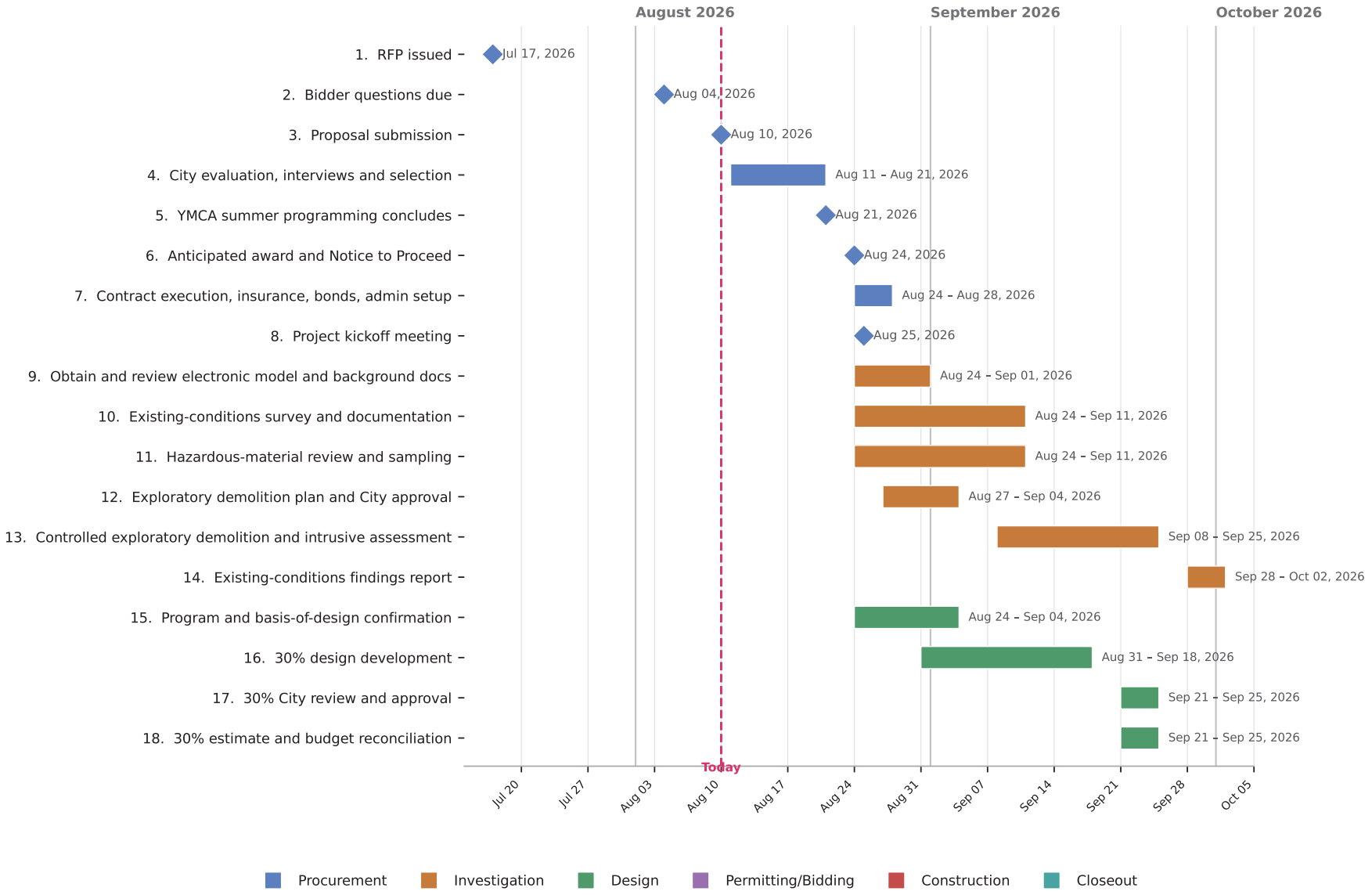
Proposed Schedule

Attached is a proposed baseline schedule based on DMC's work experience on similar design-build projects. The schedule below assumes:

- **Proposal due:** August 10, 2026.
- **Anticipated Notice to Proceed:** August 24, 2026.
- **Design duration:** 90 calendar days
    - Exploratory demolition and existing-condition assessment occur concurrently with design.
    - Procurement begins before permit issuance.
    - Major construction begins immediately following permit issuance.
- **Permitting duration:** 30 calendar days.

Birmingham NEXT Senior Center

Project Schedule — Gantt Chart

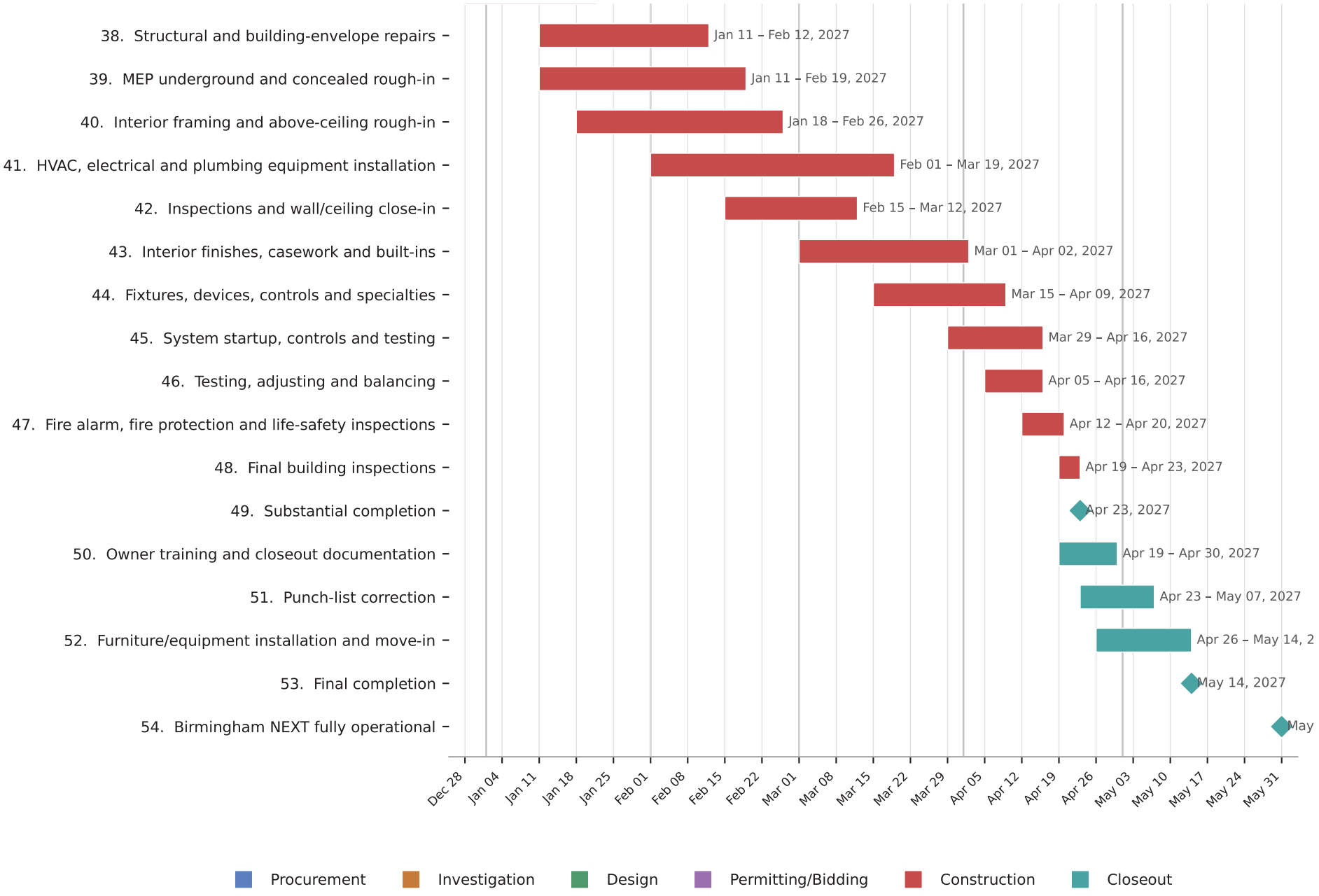


Schedule generated August 10, 2026 • Draft for planning purposes

Birmingham NEXT Senior Center

Project Schedule — Gantt Chart




38. Structural and building-envelope repairs
Jan 11 – Feb 12, 2027
39. MEP underground and concealed rough-in
Jan 11 – Feb 19, 2027
40. Interior framing and above-ceiling rough-in
Jan 18 – Feb 26, 2027
41. HVAC, electrical and plumbing equipment installation
Feb 01 – Mar 19, 2027
42. Inspections and wall/ceiling close-in
Feb 15 – Mar 12, 2027
43. Interior finishes, casework and built-ins
Mar 01 – Apr 02, 2027
44. Fixtures, devices, controls and specialties
Mar 15 – Apr 09, 2027
45. System startup, controls and testing
Mar 29 – Apr 16, 2027
46. Testing, adjusting and balancing
Apr 05 – Apr 16, 2027
47. Fire alarm, fire protection and life-safety inspections
Apr 12 – Apr 20, 2027
48. Final building inspections
Apr 19 – Apr 23, 2027
49. Substantial completion
Apr 23, 2027
50. Owner training and closeout documentation
Apr 19 – Apr 30, 2027
51. Punch-list correction
Apr 23 – May 07, 2027
52. Furniture/equipment installation and move-in
Apr 26 – May 14, 2
53. Final completion
May 14, 2027
54. Birmingham NEXT fully operational
May
Dec 28
Jan 04
Jan 11
Jan 18
Jan 25
Feb 01
Feb 08
Feb 15
Feb 22
Mar 01
Mar 08
Mar 15
Mar 22
Mar 29
Apr 05
Apr 12
Apr 19
Apr 26
May 03
May 10
May 17
May 24
May 31
Procurement
Investigation
Design
Permitting/Bidding
Construction
Closeout

Firm History and Qualifications

History of DMC: DMC Group was incorporated on November 10, 2005, by Mike Chaudhary, the current President and CEO. DMC is certified as a Detroit Headquartered, Detroit Based, and Detroit Resident Business, as well as a Small and Minority Owned Business Enterprise (DHQ/SBE/MBE). DMC is also a certified HUD Section 3, US SBA HUB Zone, and US SBA 8(a) Disadvantaged Business Enterprise company.

Experience: Over the past 20 years under the leadership of Mike Chaudhary DMC Group has successfully finished several Design-Build and Renovation projects with similar scopes of service. A detailed description of these projects can be found in Exhibit C and in Additional Project Information.

Summary of DMC Qualifications: Exhibit 1 Illustrates DMC's certifications in different areas of work required under this contract.

General Plan of Action: DMC Group (DMC) has identified personnel, materials, equipment, and management re-quirements and planned monetary resources to successfully perform the work under this RFP.

Personnel: As shown in Exhibit 2, DMC maintains a highly qualified and skilled team to complete all elements of the project.

Key Subcontractors: For this project, DMC has established excellent business relationships with our pool of key sub-contractors who are committed to performing other required services if necessary if DMC is awarded this contract.

Materials: DMC has been providing services in environ-mental remediation, general construction, and demoli-tion for the past 20years. We have established excellent business relationship with our suppliers and vendors. Materials and supplies for the contract under this pro-posal will be available as and when required, even on emergency basis. Our vendors/suppliers keep enough stock to support any surge or emergency.

Logistics and Mobility: DMC is headquartered and cen-trally located at I-96 and Schafer, on its owned 1.25-acre lot. We are in very close proximity to M-10, I-96, I-94, I-75, and M-39 freeways. This allows us to respond quickly to the needs of the client. DMC has a warehouse of more than 3,200 SF and office area of 4,800 SF. DMC Team maintains a fleet of vehicles and supplies, which is more than sufficient to fulfill the contract under this RFP. DMC has a 6+ acres lot located at 14039 Grand Riv-er Avenue, Detroit, MI 48227. This is completed fenced location with 1,800 SF of office building and 3,200 SF of fully equipped garage. All equipment is stored at this location. This facility is equipped with camera systems and a security guard, and all of DMC's consolidated and comprehensive personnel, equipment, and manage-ment resources are available from one single facility.

Exhibit 1. Team Qualifications

Area of Certification	DMC Team
Project Management Professional (PMP)	X
Asbestos Abatement Contractor (State of MI)	X
Lead Abatement Contractor (State of MI)	X
Mold Abatement Contractor	X
Asbestos Abatement Workers	X
Operators of Heavy Equipment	X
Truckers/Heavy Machine Operators	X
Certified Mechanics	X
Civil Engineers	X
Professional Engineers (PE)	X
LEED AP	X

Equipment/Support Services: DMC owns the entire array of equipment required to perform the general construction, environmental remediation, hygiene, and other services as shown in Exhibit 3. Further, we have full-fledged offices at our Detroit location, fully networked and equipped with more than 25 computers, servers, printers, scanners, and software (including Microsoft Office & Microsoft Project Management). Our project staff is trained and qualified to operate various software including Microsoft Office (Word, Excel, Power Point, Access), Outlook and Outlook Express for com-municating via e-mail, and FTP software for communi-cating via servers. We can provide reports in any format required by the client, including Word, Excel, Power Point, Page Maker, and PDF, and can send it to the client via e-mail or file transfer protocol.

Exhibit 2. DMC Personnel

Discipline	DMC Team Personnel
Project Manager	3
Supervisors/Superintendents	6
Engineers	4
Professional Engineers (P.E.)	1
Asbestos Abatement Supervisors/Workers	8
Lead Abatement Workers	12
Industrial Hygienists/Health & Safety	1
Professional Management Professional (PMP)	2
Construction Workers	10
Carpenters	4
Subcontractors	Listed

Software: DMC has access to multiple scheduling software programs, including Microsoft Projects and Primavera P6, to prepare detailed project schedules. DMC has also developed our own Purchase Order and Asset Management Software.

The Purchase Order Software helps to track the project costs and subcontractors' insurances and payments. It also helps to ensure that the project is progressing on budget.

The Asset Management Software helps in ensuring the personal and professional licenses are current. It generates reminders for renewal of licenses. This software does complete maintenance of all company vehicles and heavy equipment.

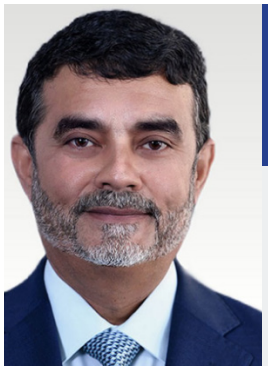
Exhibit 3. Equipment Owned by DMC

Make & Model	Equipment
Ford Van—F150	3
Ford Cube Van	1
Lowboys	4
Ford Ranger	2
Ford F350 Pick-Up	1
Ford F-250 Pick-Up	3
14/10/12/24 Foot Trailers	1
Trains Sets	1
CAT Skid Steer w/Brooms	2
Lowboy 55 Tons	2
Environmental Showers	2
CAT 320 BLC Exc. w/Hyd Thumb	1
CAT 325 BL Excavator w/Thumb	4
CAT 330 C Excavator w/Thumb	3
Semi Tractors	8
Quads	5
Sterling Triaxle w/Tag Trailer	1
CAT Dozers	5
Kamastu Loader	1

Management: Mike Chaudhary, MBA, PMP, LEED AP President/CEO directly looks after the projects progress and makes sure that the projects are completed successfully on time and within budget. He holds regular meetings with project execution teams, and project managers. Any quality or cost issue takes high priority during the meetings and the team is committed to provide its guiding inputs to the project managers, superintendents, and supervisors. In addition, President, Vice President and Departmental Heads will be monitoring the contract progress and performance.

Monetary Planning: DMC has line of credit available from our preferred financial institution to meet the working capital required to finish this project. Moreover, DMC has excellent credit with our suppliers who are happy to do business with DMC and will give a 30-day credit when needed. This will help in buying consumable supplies for the project.

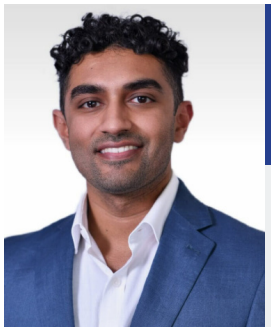
Organization Chart



Project Executive

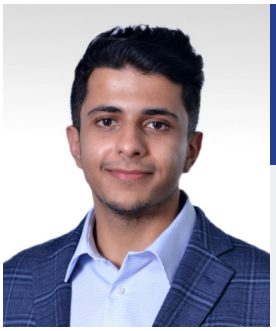
Mike Chaudhary
PMP, LEED AP, CQM

Main project contact person



Senior Project Manager

Yash Chaudhary, P.E



Project Manager

Nasser Alremaih



Project Engineer

Shanelle Dale



Superintendent

Alex Howard



YEARS OF EXPERIENCE
28+ Years

PROFILE
Mr. Chaudhary has over 28 years of experience in the Construction and Construction Management fields. He directly oversees the running of all short-term and long-term projects. He establishes and maintains guidelines and strategies to guarantee that all project targets are met within the specified time frame. As President/CEO of DMC Consultants, Inc. he is responsible for resource management and overseeing the success of all projects. He has served as Project Executive on all completed projects under DMC. Mike's expertise extends to Management/ Analytics/ Legal Documentation/ Human Resource/ and QA/QC plans.

CONTACT
PHONE:
(313)491-1815 Ext. 22

EMAIL:
mike@dmcgroupusa.com

WEBSITE:
www.dmcgroupusa.com

ACTIVE REGISTRATIONS
Project Management Institute:
Project Mgmt. Professional (PMP) 2007
U.S. Green Building Council:
LEED-AP (BD+C) 2011

MIKE CHAUDHARY
PMP, LEED-AP, CQM
President/CEO
Project Executive

EDUCATION
Adam Smith University, India
1998: MS in Business Administration & Management
Gujarat University, India
1996: Diploma in International Trade & Marketing
1994: BS in Law
1990: BS in Commerce

WORK EXPERIENCE
PROJECT EXPERIENCE WITH DMC
Project: Historic Hamtramck Baseball Stadium
Project Size: $2.5 Million
Duration: 07/29/2021—6/2022
Role on Past Project: Project Executive

Project: Freedom Village
Project Size: $1,229,963.00
Duration: 08/27/2019—10/30/2020
Role on Project: Project Executive

Project: Sri Shirdi Saibaba Temple Renovations, Phase I & II
Project Size: Phase I—$131,065.00 // Phase II—$279,901.00
Duration: June 2008—November 2016
Role on Project: Project Executive

Project: Wayne State University, 4th Floor Renovation
Project Size: $2,291,061.00
Duration: 04/27/2012—03/14/2013
Role on Project: Senior Project Manager

Project: ARPA DBA Commercial Corridor Parking Lots Bid Package 2
Project Size: $3,043,344.00
Duration: 07/31/2023—10/1/2024
Role on Project: Project Executive

Project: ARPA DPD Training Academy Buildout
Project Size: $6.9 Million
Duration: 05/2023—11/2024
Role on Project: Project Executive

CERTIFICATIONS
- Niton Radiation Safety & Monitoring
- Asbestos Abatement Supervisor-since 2006
- OSHA 2 hours training
- Builders License – since 2006
- Biological Waste Hazardous Training
- Lead Abatement Supervisor – since 2006
- Construction Quality Management for Contractors (since 2020)



YASH CHAUDHARY
P.E
Senior Project Manager

YEARS OF EXPERIENCE
5+ Years

PROFILE
Yash brings 5+ years of experience with focus on preconstruction, estimating, and project management in a variety of markets.

As a part of DMC's project management team, Yash specializes in document control, cost management, subcontractor buyout, and the development of clearly-defined scopes of work for construction and design-build. Yash has experience working on accelerated public and private projects, focusing on coordination amongst stakeholders to ensure efficiency and quality control.

CONTACT
PHONE:
(313)491-1815 Ext. 51

EMAIL:
yashc@dmcgroupusa.com

WEBSITE:
www.dmcgroupusa.com

EDUCATION

University of Southern California
2019 - 2020
MS Construction Management

Wayne State University
2014 - 2018
BS Civil Engineering

WORK EXPERIENCE

PROJECT EXPERIENCE WITH DMC
Project: Mount Elliot Senior Center Renovation
Project Size: $3,643,687.00
Duration: 11/2024-08/2026
Role on Project: Project Manager

Project: ARPA-Skills for Life Buildout (Design-Build)
Project Size: $2.4 Million
Duration: 07/25/2022—1/2024
Role on Project: Project Manager

Project: ARPA DPD Training Academy (Design-Build)
Project Size: $10.2 Million
Duration: 05/2023-11/2024
Role on Project: Project Manager

Project: The Gerald in Rochester Hills
Project Size: $8.5 Million
Duration: April 2024 - December 2025
Role on Project: Project Manager

WORK EXPERIENCE OUTSIDE DMC
Project: ShopCore Properties – Encino Courtyard | Los Angeles, CA
Project Size: $17 Million
Duration: 6 Months
Role on Past Project: Project Engineer

Project: 6MW Build-Out for a Data Center Space
Confidential Client
Project Size: $13 Million
Duration: 12 Months
Role on Past Project: Project Engineer

Project: 1.5MW Build-Out for a Data Center Space
Confidential Client
Project Size: $5 Million
Duration: 2 Months
Role on Past Project: Project Engineer

CERTIFICATIONS

- Professional Engineer
- Builders License



Nasser A. Alremaih

MEM, PMP
Project Manager

YEARS WITH THE FIRM

July 2022 - Present

PROFILE

As a Project Manager, Mr. Alremaih is responsible for overseeing construction projects, ensuring they are completed on time, within budget, and according to the highest standards. His role includes managing construction planning, design coordination, and providing technical support throughout the project's lifecycle. Key responsibilities include the resolution and documentation of design conflicts, constructability reviews, and collaboration with project stakeholders to achieve successful outcomes. His technical skills include proficiency in Procore, AutoCAD, Microsoft Office, Project Management, Bluebeam, and ArcGIS.

CONTACT

PHONE:
(313)491-1815 Ext. 47

EMAIL:
nassera@dmcgroupusa.com

WEBSITE:
www.dmcgroupusa.com

EDUCATION

Lawrence Technological University, Southfield, MI
2021 – 2023
MS Engineering Management

King Saud University, Riyadh, Saudi Arabia
2013 – 2019
BS Civil Engineering

WORK EXPERIENCE

PROJECT EXPERIENCE WITH DMC

Project: ARPA-Skills for Life Buildout (Design-Build)
Project Size: $2.4 Million
Duration: 07/25/2022—1/18/2024
Role on Project: Project Engineer

Project: Mt. Elliot Tow Yard Renovations
Project Size: $1.9 Million
Duration: 04/11/2022—5/31/2023
Role on Project: Project Engineer

Project: 70 Clairmont Rehabilitation
Project Size: $1 Million
Duration: 01/07/2022—2/2024
Role on Project: Project Engineer

Project: ARPA-DPD 7th Precinct (Design-Build)
Project Size: $5 Million
Duration: 02/25/2024—7/30/2025
Role on Project: Project Manager

Project: The Gerald-Mixed Use-Rochester Hills
Project Size: $8.5 Million
Duration: April 2024 - December 2025
Role on Project: Sr. Project Engineer

CERTIFICATIONS

- Procore Certified: Project Manager (Project Management)
- OSHA 10 Hours Training
- Project Management Professional (PMP)



SHANELLE DALE
Project Engineer

YEARS WITH THE FIRM
11/2024- Present

PROFILE
As a Project Engineer, Shanelle is responsible for providing technical support for construction. This includes participating in construction planning and design, interpretation of the design, application of construction methods. Other duties that fall under Project Engineer jurisdiction are the resolution and documentation of design conflicts, and constructability reviews. Her skills include Procore, AutoCAD, Microsoft Office, Project Management, Bluebeam, and ArcGIS.

CONTACT
PHONE:
(313)491-1815 Ext. 52

EMAIL:
shanelled@dmcgroupusa.com

WEBSITE:
www.dmcgroupusa.com

EDUCATION
University of the West Indies, Mona
09/2020 – 06/2023
Bachelor of Science in Civil Engineering

WORK EXPERIENCE
PROJECT EXPERIENCE WITH DMC
Project: Detroit PAL Recreation Center Renovation (Design-Build)
Project Size: $ 2,886,000.00
Duration: 11/2024-11/2025
Role on Project: Project Engineer

Project: Mount Elliot Senior Center Renovation
Project Size: $3,643,687.00
Duration: 11/2024-08/2026
Role on Project: Project Engineer

WORK EXPERIENCE OUTSIDE DMC
Company: CEAC Solutions Company Ltd.
Role: Civil Engineer
Duration: 07/2023 – 07/2024
Responsibilities:

- Develop detailed designs, plans, and specifications for civil engineering projects
- Provide on-site supervision and technical support during the construction phase, ensuring compliance with design specifications, safety regulations, and building codes
- Implement quality control procedures to monitor and evaluate projects
- Ensure compliance with relevant local regulations, codes, and standards governing civil engineering projects, obtaining necessary permits and approvals as required

CERTIFICATIONS
- OSHA 30
- Certified Associate in Project Management June 2025



ALEX HOWARD

Project Superintendent

YEARS OF EXPERIENCE
8+ Years

PROFILE
As a Project Superintendent, Mr. Howard will effectively manage on-site construction activities, coordinate diverse trades, and successfully lead the construction of various projects, resulting in early completions and cost savings.

CONTACT
PHONE:
(313)491-1815

EMAIL:
alexh@dmcgroupusa.com

WEBSITE:
www.dmcgroupusa.com

EDUCATION

Oakland Community College • Oakland County, MI
Associate in Applied Science/Construction Management
09/2021 – Current

Oakland Community College • Oakland County, MI
Welding Certificate: Level II – Intermediate
12/2012 – 09/2014

WORK EXPERIENCE

PROJECT EXPERIENCE WITH DMC

Project: ARPA DPD Training Academy Buildout
Project Size: $6.9 Million
Duration: 05/2023—03/2024
Role on Project: Project Superintendent

Project: Mount Elliot Senior Center Renovation
Project Size: $3,643,687.00
Duration: 11/2024-08/2026
Role on Project: Project Superintendent

Project: Detroit Arsenal Salt Building
Project Size: $1,049,270.00
Duration: Ongoing
Role on Project: Project Superintendent

WORK EXPERIENCE OUTSIDE DMC

Company: KEO & Associates, Inc.
Role: Project Superintendent
Duration: August 2015 – December 2023
Responsibilities:

- Oversaw the coordination of trade contractors, ensured timely material deliveries, and maintained a focus on job safety.
- Ensured that projects meet design and client standards.
- Generated and maintained daily reports to track and document project progress and activities.
- Compiled and presented weekly/monthly progress reports for clients, providing comprehensive updates on project advancements.
- Assisted project managers and estimators in various capacities to enhance project efficiency and success.

Projects Name: Fox Center Renovation
Location: Detroit, Michigan

Projects Name: Hart Plaza Renovation
Location: Detroit, Michigan

Projects Name: Riverside Park Phase 2
Location: Detroit, Michigan

CERTIFICATIONS

- OSHA 30

List of Subcontractors & their Qualifications

- 4545 Architecture - Architect
- JRED Engineering - Mechanical Engineer
- Matrix Consulting Engineers - Electrical Engineer
- Atlantes - Structural Engineer

4545
architecture

COMPANY HISTORY



4545 Architecture is a Detroit based firm; we focus on client centered projects. Established in 2017 by Timothy R. Flintoff Jr. AIA and joined by Joshua Maddox, AIA in 2019. Our boutique firm is well-schooled in architectural history and its practice, giving meticulous attention to all project aspects. The firm has experience in Detroit's historic and new construction real estate markets, commercial developments and community-based projects working with client programs like Motor City Match. With every project we strive to provide the highest quality design services to our clients.

True to our mission, 4545 Architecture works with our clients on all aspects of design and construction. We believe in providing sophisticated buildings that meet project timelines and budgets.

Each project is the responsibility of a team that includes involvement from one of 4545 principals and support staff who work together to create design solutions. Understanding that every client is unique, we favor hands-on and specifically tailored services for each project. The utilization of technology allows 4545 Architecture to take on projects that are often associated with firms many times its size. 4545 Architecture achieves the highest quality of design, fluently managing and efficiently executing on-time and on-budget delivery.

OUR VISION

4545 Architecture, our Vision is to collaboratively build the future imagined.

OUR MISSION

To collaboratively deliver unforgettable architectural design and innovative technical solutions for America's intrepid multifamily residential and hospitality leaders.

OUR CLIENT-CENTERED APPROACH TO ARCHITECTURAL DESIGN

Fundamental to all we do is a belief that a collaborative and responsive relationship with our clients, partners, and community results in the most functional, valuable, and beautiful spaces we are renowned for.

2761 E. Jefferson Ave. | Suite 301 | Detroit, MI 48207
e | tim.flintoff@4545architecture.com | p | 313.320.6098 • w | 4545architecture.com



TIMOTHY FLINTOFF JR, RA, AIA, LEED@AP BD+C
Principal

4545 Architecture was founded in 2017 and is based in Detroit, MI. 4545 is a small business that works one on one with clients to bring their vision to execution with the client's values at the forefront. The founder of 4545 has worked for a myriad of firms but chose 4545 in order to provide clients with the care and attention that he gives to his own home and projects. No matter the size of the firm or the size of the project, each project receives the same personal attention that the founder and designer would give to their own projects.

Timothy Flintoff's project background consists of a full range of architectural services including building evaluations, facilitating work sessions, design, construction documents, specifications, bidding and negotiation, and construction administration.
Mr. Flintoff has worked with a variety of project types including healthcare, higher education, multi-family and industrial projects.

EDUCATION

Master of Architecture
Lawrence Technological University, 2011
Bachelor of Science in Architecture
University of Detroit Mercy, 2006
Bachelor of Liberal Arts in History
University of Detroit Mercy, 2006

PROFESSIONAL REGISTRATIONS

Architect, Michigan # 1301064083, Since - 2015
Architect, Ohio # 1717143, Since 2017
Architect, Florida # 102469 since 2022
LEED Certified #1301064083, Since 2006

AFFILIATIONS

National Council of Architectural Registration Boards
American Institute of Architects
AIA Michigan Government Affairs Committee

PARTIAL EXPERIENCE LISTING

MyCare Dental Clinic and MOB
Interior Renovation
Mount Clemens Michigan

Pallister Gardens
Phase 1: 16 Unit Townhouse Development
Phase 2: 22 Unit Townhouse Development/New Construction
Detroit, MI

Work Force Detroit
Detroit At Work Career Training Center, Renovation/Façade improvements
Detroit, MI

Sycamore Park
10 Unit Townhouse Development
New Construction
Detroit, MI

Harrison 12
12 Unit Townhouse Development
New Construction
Detroit, MI

The Woods @ Presque isle
16 Unit Duplex Residential Development
New Construction
Presque isle, MI

Robertson Bothers –Scripps Park
65 Unit development
Renovation and New Construction
Detroit, MI

Robertson Bothers –Sakura
50 Unit development
Renovation and New Construction
Novi, MI

Robertson Bothers –Goodman
24 Unit development
Renovation and New Construction
Troy, MI

Robertson Bothers –Farmington
54 Unit development
Renovation and New Construction
Farmington, MI

Ackroyds Scottish Bakery
Interior Renovation
Redford Twp., MI

Live On Liv
Multi-Family Mixed Use
Renovation and New Construction
Detroit, MI

Construction Association of Michigan (CAM)
Roof Top Unit Replacement
Pontiac, MI

Motor City Restore – Liberal Arts Gallery
Façade Improvements
Detroit, Mi

Motor City Match Uptown Toast – Detroit House of Comedy
Restaurant/Bar Renovation and roof top addition
Detroit, MI

The Carr Center – New Gallery, Event Space and Office
Detroit, Mi

4024 & 4030 Oak St. Façade Renovations
Metamora, MI

1665 W. Chicago Residential
Complete Home Renovation/Interior Design
Detroit, MI

5123 Commonwealth St.
Multi-Family Renovation
Detroit, MI

8716 Third St.
Multi-Family Renovation
Detroit, MI

4545 architecture

MACC Development
Community Stage
Detroit, MI

Fontanesi and Kann
Roof Top Unit Replacement
Ferndale, MI

Animal Hospital Maple Orchard
Interior Renovations
West Bloomfield, MI

OneStream Software
Interior Office Renovations
Rochester, MI

1536 Ash St
Multi-Family Renovations
Detroit, MI

Uptown Toast
Restaurant Renovations
Detroit, MI

F and K Building
RTU Replacement
Ferndale, MI

1614 Hurlbut
Multi-Family Renovations
Detroit, MI

Steelhaus – Corktown
Shipping Container Multi-Family
Development
Detroit, MI

The Platform: Jefferson Mixed
Use Development
Detroit, MI%

Roxbury Group: Broadway Park
Master Plan and Mixed-Use
Development
Ann Arbor, MI%

Roxbury Group: West Elm Hotel
Hotel and Event Space
Detroit, MI%

Roxbury Group: Kercheval
Mixed-Use Multi- Family
Development
Detroit, MI%

University of Detroit
Mercy Student Center
Renovation Detroit, MI%

Michigan State
University
Biochemistry Building
Window Replacement
East Lansing, MI%

Wayne State
University
Substation
Building
Detroit, MI%

JACK Greektown Casino
Whitebox Event Space
Detroit, MI%

Advantage Health
Centers
MOB Renovations
Detroit, MI%

Grand Valley State
University Detroit Center
Conference Center
Detroit, MI%

The Platform: Brightmoor
Properties Master Planning
Detroit, MI%

The Platform: Islandview
Properties Master Planning and
Multi Family Concept Design
Detroit, MI%

Ralph Wilson Foundation
Corporate Headquarters
Renovation Detroit, MI%

2375 W. Grand
Blvd Site Plan
Concept
Detroit, MI%

City Modern
The Flats 449 Alfred
Street Detroit, MI%

Historic Brush
Park Hybrid
Townhomes
Detroit, MI%

The Flats 124 Alfred
Street City Modern
Detroit, MI%

Tokyo Detroit Restaurant
Adaptive Reuse
Detroit, MI

Henry Ford College Liberal Arts
Substation Replacement
Dearborn, MI%

Colman A. Young International
Airport Tuskegee Museum
Detroit, MI%

MackAshland
Building Feasibility
Study Detroit, MI%

Frederick Street
Neighborhood
Development Plan
Detroit, MI%

Basco Corporate Office
Renovation Detroit, MI%

Motor City Match Building
Hugger
Renovation
Detroit, MI%

Motor City Match Norma G
Restaurant Renovation
Detroit, MI%

USACE Visitor Control Center
New Construction
Ft. Leavenworth, KS+

USACE Building 136 Renovation
Ft. Leavenworth, KS+
USACE pedestrian Bridge Ft.
Riley, Kansas+

Ciena Healthcare Skilled Nursing
Care Regency at Canton
Addition
Canton, MI+

Ciena Healthcare Skilled Nursing
Care St. Mary's Nursing and
Rehab New Construction St.
Clair Shores, MI+

Henry Ford Health Systems Main Campus
Master Planning and 3d Modeling Detroit, MI**

Henry Ford Health Systems Main Campus
Atrium Addition/Renovation
Detroit, MI**

Wayne County Community College District Satellite Campus Renovation and Addition
Harper Woods, MI**

Fontanesi and Kann
Office Renovation
Ferndale, MI**

Wayne State University
Athletic Directors Office Renovation Detroit, MI **

Wayne State University
2nd Floor College of Nursing Cohn bldg. Office Renovations
Detroit, MI **

Wayne State University
Computer Services Center 1st floor/ Breakroom Renovations
Detroit, MI **

Biggby Coffee/Subway Restaurant
/Vitamin Shoppe/Retail/Various Commercial Installations for MCH Development.
Metro Detroit, MI**

Wayne State University
Volleyball locker Room renovation Detroit, MI**

Wayne State University
Renovation
Detroit, MI**

4th Floor Manoogian Hall Office
40th District Court New Construction
St. Clair Shores, Mi**

USACE Building 22
Historic Renovation
Ft. Leavenworth, Kansas*

Auto Owners Insurance
Corporate Headquarters + Master Plan + data center
Lansing, MI*
O-I Global New Corporate Headquarters
Perrysburg, OH*

Biodiesel Industries of Detroit Biodiesel Production Facility Detroit, MI*
Biodiesel Production Facility, Romulus, MI*

Ilmor Engineering Dyno Test Facility Plymouth, MI*

National Alabama Corporation Railcar Manufacturing Facility
Muscle Shoals, AL*

Acheson Ventures Maritime Office Building
Port Huron, MI*

Henry Ford West Bloomfield Master plan + New Construction West Bloomfield, MI*

Karmanos-Crittenton Cancer Center New Cancer Treatment Center Rochester Hills, MI*

Beaumont Hospital, Bulk Oxygen Tank Storage, Renderings and Construction Drawings
Royal Oak, MI*

Aurora Health Care
New Hospital and Medical Office Buildings
Milwaukee, WI*

Sociedade Beneficente Israelita Brasileira Albert Einstein (SBIBAE) New Medical Building, Synagogue and Theater
Sao Paulo, Brazil*

US Army Corps of Engineers Navy/Air Force Culinary School Ft. Lee, VI*
The Detroit Riverfront Conservancy MT. Elliot Pavilion + master plan,
Detroit MI*

*services performed at prior employer Albert Kahn Associates: 2004-2011
**services performed at prior employer Stucky Vitale Architects:2011-2014
+services performed at prior employer NSA Architects, Engineers, Planners: 2014-2015
%services performed at prior employer Hamilton Anderson Associates: 2015-2018



JOSH MADDOX, RA, AIA, NCARB
Architect

4545 Architecture was founded in 2017 and is based in Detroit, MI. 4545 is a small business that works one on one with clients to values at the forefront. The founder of 4545 has worked for a myriad of firms but chose 4545 in order to provide clients with the care and attention that he gives to his own home and projects. No matter the size of the firm or the size of the project, each project receives the same personal attention that the founder and designer would give to their own projects.

Josh has delivered projects ranging from in scale from single family homes, corporate headquarters, to high rise towers. As a designer, Josh's interests are centered in how projects not only satisfy a client's programmatic needs but enhance the users' experience and design spaces that help clients excel at what they do. Josh's skills range from conceptual design and leading workshops to providing full project documentation and construction administration services.

EDUCATION

Master of Architecture
Pratt Institute, 2012
Bachelor of Science in Architecture
Lawrence Technological University, 2009

PROFESSIONAL REGISTRATIONS

Architect, Michigan # 1301066101, Since - 2017

AFFILIATIONS

National Council of Architectural Registration Boards
American Institute of Architects
AIA Detroit CKLDP

PARTIAL EXPERIENCE LISTING

Rebel Dogs Detroit
Kennel Facility and Offices
Renovation
Detroit, MI

MyCare Dental Clinic and MOB
Interior Renovation
Mount Clemens Michigan

Pallister Gardens
Phase 1: 16 Unit Townhouse Development
Phase 2: 22 Unit Townhouse Development/New Construction
Detroit, MI

Work Force Detroit
Detroit At Work Career Training Center, Renovation/Façade improvements
Detroit, MI

Sycamore Park
10 Unit Townhouse Development
New Construction
Detroit, MI

Harrison 12
12 Unit Townhouse Development
New Construction
Detroit, MI

The Woods @ Presque isle
16 Unit Duplex Residential Development
New Construction
Presque isle, MI

Robertson Bothers –Scripps Park
65 Unit development
Renovation and New Construction
Detroit, MI

Robertson Bothers –Sakura
50 Unit development
Renovation and New Construction
Novi, MI

Robertson Bothers –Goodman
24 Unit development
Renovation and New Construction
Troy, MI

Robertson Bothers –Farmington
54 Unit development
Renovation and New Construction
Farmington, MI

2221-2225 Wabash – Corktown
Multi-Family Development
Detroit, MI

4114-4116 Trumbull Street
Multi-Family Renovation
Detroit, MI

Live On Liv
Multi-Family Mixed Use
Renovation and New Construction
Detroit, MI
Construction Association of Michigan (CAM)
Roof Top Unit Replacement
Pontiac, MI

Motor City Restore – Liberal Arts Gallery
Façade Improvements
Detroit, Mi

Motor City Match Uptown Toast – Detroit House of Comedy
Restaurant/Bar Renovation and roof top addition
Detroit, MI

The Carr Center – New Gallery, Event Space and Office
Detroit, Mi

4024 & 4030 Oak St. Façade Renovations
Metamora, MI
1665 W. Chicago Residential
Complete Home Renovation/Interior Design
Detroit, MI

5123 Commonwealth St.
Multi-Family Renovation
Detroit, MI

8716 Third St.
Multi-Family Renovation
Detroit, MI

MACC Development
Community Stage
Detroit, MI

Fontanesi and Kann
Roof Top Unit Replacement
Ferndale, MI

Animal Hospital Maple Orchard
Interior Renovations
West Bloomfield, MI

OneStream Software
Interior Office Renovations
Rochester, MI

1536 Ash St
Multi-Family Renovations
Detroit, MI

Uptown Toast
Restaurant Renovations
Detroit, MI

F and K Building
RTU Replacement
Ferndale, MI

1614 Hurlbut
Multi-Family Renovations
Detroit, MI

Steelhaus – Corktown
Shipping Container Multi-Family
Development
Detroit, MI

SmithGroup Detroit Offices
Interior Renovation
Detroit, MI*

Boston University School of
Dental Medicine
Renovation and Addition
Boston, MA*

Ayia Napa Marina Development
New Residential Towers, Retail
Center, and Single-Family
Homes
Makronisos, Cyprus*

Midtown Detroit Inc. 4th Street
Eco Homes
Single Family Housing
Development
Detroit, MI*

Western Michigan University
Valley Dining Center
New Campus Dining Facility
Kalamazoo, MI*

Institute for Public Health
Headquarters
Interior Renovation
Detroit, MI*

Michigan State Police Crime Lab
(at DPSH)
Interior Renovation
Detroit, MI*

UM Flint Writing Center
Interior Renovation/Relocation
Flint, MI*

UM Flint Psychology Department
Interior Renovation/Relocation
Flint, MI*

UM ROTC Offices
Interior Renovation/Relocation
Ann Arbor, MI*

WCCCD MI State Fairgrounds
Campus
Master Plan
Detroit, MI*

McLaren Northern Michigan
Master Plan
Petoskey, MI*

MetroHealth November Family
Health Center
New Healthcare Facility
Middleburg Heights, OH*

LakeTrust Credit Union
New Corporate Headquarters
Brighton, MI

*services performed at prior employer
SmithGroup: 2012-2019

R. SCOTT LEO

SENIOR ELECTRICAL ENGINEER



EDUCATION

Lawrence Technological University
B.S. Electrical Engineering, 1987 //

AFFILIATIONS

Engineering Society of Detroit (ESD) since 1987 //

Illuminating Engineering Society of North America (IESNA) since 1992 //

National Fire Protection Association (NFPA) since 2002 //

AIA Michigan Affiliate Member since 2010 //

SUMMARY / EXPERTISE

Scott has been involved in the electrical industry since 1977. Over the course of his career, he has been directly involved in specialty lighting design and engineering for commercial, industrial and residential projects across multiple industries. His portfolio of work spans a broad range of projects including: commercial buildings, automotive dealerships, restaurants, skilled nursing facilities, medical offices and multi-family and mixed-use buildings.

Scott's responsibilities include corporate oversight, client relations, project management and engineering design. He is also responsible for educating the firm regarding current code compliance issues and utility requirements.

Scott began his involvement in the electrical field as an electrician, obtaining an Electrical Journeyman License in 1982. He went on to study electrical engineering at Lawrence Technological University where he obtained a Bachelor of Science in Electrical Engineering in 1987. His background in the trade provides him with a unique perspective that goes beyond just engineering design to an intimate knowledge of actual application.

Scott started Electra-Tech Services, LLC, an engineering/consulting business, in 1996 where he developed a strong client base and solid reputation within the industry. Looking to expand the business, Scott initiated a relationship with Doug Sayles and, in 2001, they partnered and launched ETS Engineering, Inc.

MATRIX CONSULTING ENGINEERS, INC.

R. SCOTT LEO

SENIOR ELECTRICAL ENGINEER



BACKGROUND

Scott has been involved in the electrical industry since 1977. Over the course of his career, he has been directly involved in specialty lighting design and engineering for commercial, industrial and residential projects across multiple industries. His portfolio of work spans a broad range of projects including: commercial buildings, automotive dealerships, restaurants, skilled nursing facilities, medical offices and multi-family and mixed-use buildings.

EDUCATION

Lawrence Technological University
B.S. Electrical Engineering, 1987 //

EXPERIENCE

Matrix Consulting Engineers, Inc., 2026-current //
ETS Engineering, 1996-2026 (purchased by Matrix in 2026) //

AFFILIATIONS

Engineering Society of Detroit (ESD) since 1987 //
Illuminating Engineering Society of North America (IESNA) since 1992 //
National Fire Protection Association (NFPA) since 2002 //
AIA Michigan Affiliate Member since 2010 //

MATRIX
CONSULTING ENGINEERS, INC.

SUMMARY / EXPERTISE

CANTON SOFTBALL PAVILION //
Canton, MI

DIAMOND AT THE SUMMIT MINOR LEAGUE BASEBALL STADIUM //
Waterford, MI

ELITE SPORTS COMPLEX //
Macomb Twp., MI

HURON VALLEY SCHOOLS FIELD HOUSE //
Milford, MI

LA FITNESS //
Sterling Heights, MI

SYLVESTER OUTDOOR SPORTS COMPLEX //
Berrien Springs, MI

NORTHVILLE HIGH SCHOOL FIELD HOUSE ADDITION //
Northville, MI

LEGACY WELLNESS AND INDOOR SOCCER CENTER //
Green Oak Twp., MI

SOUTHWESTERN MICHIGAN COLLEGE STUDENT CENTER //
Niles, MI

WAYNE STATE UNIVERSITY - CAPITAL PROJECTS //
Detroit, MI

LAWRENCE TECHNOLOGICAL UNIVERSITY STUDENT SERVICES BUILDING //
Southfield, MI

DOUG SAYLES,
P.E., LEED AP
SENIOR ELECTRICAL ENGINEER



EDUCATION

Michigan Technological University
B.S. Electrical Engineering, 1987 //

REGISTRATIONS

Michigan
Florida
Georgia
Illinois
Indiana
Minnesota
North Carolina
Ohio
Virginia
Wisconsin

AFFILIATIONS

Illuminating Engineering Society of North America (IESNA) //

National Society of Professional Engineers (NSPE) //

Michigan Society of Professional Engineers (MSPE) //

International Association of Electrical Inspectors (IAEI) //

MATRIX CONSULTING ENGINEERS, INC.

SUMMARY / EXPERTISE

Doug works in the construction industry on today's most exciting developments including the revitalization in Detroit as well as the latest library, educational facilities, nursing home and assisted living projects. He has extensive experience in alternative energy implementation, mixed use projects, renovation and restoration projects and adaptive re-use projects.

Doug's responsibilities include project review, client relations as well as technical and specification standards. He is also responsible for power studies including fault current analysis, protective device coordination and arc-flash analysis.

Since joining the industry in 1987, Doug has worked for some of Detroit's largest Architectural Engineering offices. Currently, he is active in several professional organizations and has served on conference planning committees for the Institute of Electrical and Electronics Engineers (IEEE). In addition, he has participated as a board member, Secretary, Vice President and President of the local section of the Illuminating Engineering Society of North America (IESNA).

Notably, Doug has also been a speaker at a local IESNA meeting addressing lighting issues for educational projects. At the annual meeting of the Michigan Library Association and at the national annual meeting of the Public Library Association, he presented, "Lighting for Public Libraries". He has also worked as an adjunct faculty member of Baker College teaching senior level lighting design.

Prior to being in the construction industry and going to college, Doug proudly earned the rank of Eagle Scout in Troop 91 in Sterling Heights Michigan. As a father, he then served as a volunteer/leader when his son was a Scout in Troop 248 in Macomb Township Michigan. The lessons and experiences from Scouting prove valuable to this day.



Erik R. Majcher, S.E., P.E.
President
Atlantes, LLC

111 Catherine Street
Ann Arbor, MI 48104
734.780.7105
emajcher@atlantesdesign.com

SUMMARY

Consulting Structural Engineer with educational and professional backgrounds in Construction, Architecture, Real Estate Developing and Real Estate Management. I have experience designing structures in steel, concrete, wood and masonry, including deep foundation systems, historic renovation and adaptation, peer review and special projects.

WORK EXPERIENCE

Structural Engineering

Atlantes, LLC — President – January 2020 to Present

In January 2020, I chose to create a new company called Atlantes, LLC. As the sole proprietor and President of this firm, I provide structural engineering consulting services to a variety of clients including Owners, Architects and Contractors.

Robert Darvas Associates, PC — Managing Director / Principal – March 2009 to December 2019
Engineer – May 2003 to March 2009

As the Managing Director/ Principal, my responsibilities included designing and managing projects for the company, developing a plan to grow the company from the five employees of the company at the time I became a principal to approximately ten to fifteen people. In addition to developing the plan for growth I managed the business financials, information technology, marketing, human resources and legal matters of the company.
During my tenure as the managing director the company grew to a maximum of thirteen people and revenue tripled from averages prior to my promotion.
As an Engineer, I designed and managed projects ranging from custom residential homes to high-rise structures, historic renovations and adaptations, and special projects. Buildings consisted of steel, concrete, wood and masonry materials.

Architecture

ERRIMA Design — President – January 2010 to May 2012

Contract job to design and oversee the construction of an approximately 5,800 square foot residence in Lexington, Michigan for Dr. Thomas Simmer. The house consisted of custom wood finishes, geothermal heating and cooling and the future potential for wind and solar energy generation.

Real Estate

Dot Dot Line, LLC President – June 2021 to Present
Purchased and renovated a mixed-use building in downtown Ann Arbor, Michigan located consisting of a first floor retail space and an owner occupied second floor office totaling approximately 5,000 square feet. Currently managing the property.

444 S Main, LLC President – November 2017 to Present

Purchased and renovated two office buildings in downtown Ann Arbor, Michigan totaling approximately 5,700 square feet. Currently managing the property.

Tannin Property Group, LLC Member – February 2005 0 Present

Purchased and renovated a mixed-use building in downtown Chelsea, Michigan consisting of two retail spaces and three residential apartments totaling approximately 9,000 square feet. Currently managing the property.

Construction

Archadeck Carpenter – May 1998 - August 2001

Began as a carpenter's helper and progressed to lead carpenter building small additions, finishing basements and building decks, covered porches and gazebos.

EDUCATION

University of Michigan	Master of Architecture - 2012 to 2015 Graduate Certificate in Real Estate Developing - 2004 to 2007 Master of Science, Structural Engineering - 2001 to 2004 Bachelor of Science, Architecture - 1997 to 2001 (with honors)
Harvard Graduate School of Design	Career Discovery, Architecture - May 1999 to July 1999

PUBLICATIONS

Structure Magazine – May 2011	Science Complex Grows with Hybrid Masonry and Steel Design https://www.structuremag.org/wp-content/uploads/2014/08/SF-ScienceComplex-Majcher-May11.pdf

JRED ENGINEERING, INC.
14115 Farmington Rd. Suite 100 · Livonia, Michigan · *Tel*: (734) 855-4904 · *Email*: esteban@jredengineering.com



ESTEBAN CABELLO, PE, FASPE
PRESIDENT
Mechanical Engineer

Profile

Esteban has worked in the construction/consulting industry since 1990. He has extensive experience in the design of HVAC, plumbing, fire protection, process piping, and controls for a variety of facility types. Esteban was responsible for many HVAC and plumbing studies and infrastructure assessment projects for hospitals, shopping malls, high rise office buildings, and industrial facilities including analysis for life cycle cost. He has written several mechanical book specifications and performed numerous construction cost estimates. He is the engineer of record for three LEED projects here in the State of Michigan.

Esteban is a registered Professional Engineer (PE) in the State of Michigan (license #6201045030). He is a Fellow for the American Society of Plumbing Engineers (ASPE).

Upon graduating from the University of Michigan with a Bachelor of Science in Mechanical Engineering, Esteban served as a mechanical engineer at Wolf Wineman Engineers (1990-1998). This firm specializes in hospital renovations and design. Esteban also worked at Great Lakes Mechanical (Design/Build Contractor) as Chief Engineer and at Limbach Mechanical Contractors as a Senior Mechanical Engineer. In 2000, Esteban founded JRED Engineering, Inc. This company is an engineering consulting firm based in Livonia, Michigan.

In January 2000, Governor Engler appointed Mr. Cabello to serve on the State of Michigan's Construction Code Commission (term expired January 2006). In January 2011, Mayor Dave Bing appointed Esteban to serve on the City of Detroit Board of Appeals and Rules. Mayor Michael Duggan has reappointed Esteban to continue to serve on this board (current as of 2024).

Esteban is a past President of the Michigan Chapter of the American Society of Sanitary Engineers (ASSE). He also served as President for the American Society of Plumbing Engineers Eastern Michigan Chapter. Esteban is a member of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) and served as Chapter Newsletter Editor and Education Committee Chairperson. He has served as an instructor for the CIPE review class (4 years) and PE refresher course for the Engineering Society of Detroit (ESD).

JRED ENGINEERING, INC.
14115 Farmington Rd., Suite 100 · Livonia, Michigan · *Tel*: (734) 855-4904 · *Email*: jose@jredengineering.com



JOSE ADRIAN CABELLO, PE
VICE PRESIDENT
Mechanical Engineer

Profile

Jose has worked in the construction/consulting industry since 2010. He has extensive experience in the design of HVAC, plumbing, fire protection, process piping, and controls for a variety of facility types. As well as construction experience with BIM coordination, providing 3D clash detection and BIM services for mechanical contractors on various projects (most notably the Detroit Little Caesars Arena). Jose is well versed in the latest industry technology utilizing various programs to perform Building System Audits and Analysis for building owners. Jose has a passion for understanding the codes and standards and is a resource in the office for keeping everyone up-to-date on the latest developments.

Jose is a registered Professional Engineer (PE) in the State of Michigan (license #6201312184). Jose is also licensed in the States of Pennsylvania and Illinois and is working on multiple other states.

Like his father and brother, he is a graduate from the University of Michigan with a Bachelor of Science in Mechanical Engineering. Jose served as a mechanical engineer at Stantec (Formerly SHW Group) (2012-2015). This firm specialized in University and K-12 renovations and design. Jose also worked at Sellinger Associates, Inc from 2015 to 2023 as a Mechanical Engineer where he grew his skillset in design, engineering, commissioning, BIM, and client relations. In 2023, Jose made the move to join his father and brother at the family firm, JRED Engineering, Inc. This company is an engineering consulting firm based in Livonia, Michigan, that was started in 2000 by his father.

Jose is a past member of the Michigan Chapter of the American Society of Sanitary Engineers (ASSE), American Society of Plumbing Engineers (ASPE) Eastern Michigan Chapter, and the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE).

As Vice President at JRED, Jose is active in client relationships, project acquisition, and project management, along with his engineering duties.

Wayne County Human Relations Certifications

This certifies that

JRED Engineering, Inc.

14115 Farmington Rd
Livonia, Michigan 48127

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.
(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



7/15/2026

Danielle Morris

Danielle Morris, Director

Warren C. Evans, County Executive

WARREN C. EVANS
County Executive

July 15, 2025

Esteban Cabello
JRED Engineering Inc.
14115 Farmington Rd
Livonia, MI 48127

Electronic Correspondence

Re: Annual Renewal Date: July 1, 2025

Dear Esteban Cabello:

You have been certified as a Disadvantage Business Enterprise (DBE) by the Wayne County Human Relations Division ("agency") and the Michigan Unified Certification Program (MUCP) in accordance with 49 CFR parts 23 and 26. This is a statewide certification and will be recognized by all DOT recipients in the State of Michigan.

Your firm is approved to work as ACDBE under the following commodities:

NAICS Code	NAICS Description
541330	Engineering Services To maintain a valid certification, you will be required to submit the following documents annually, starting with the anniversary date shown on the certificate:

- Annual DBE Certification Affidavit (www.michigan.gov/mucp, click download forms")
- The most current federal **business** tax return

Failure to provide this information on an annual basis will result in revocation of certification. You must notify the Human Relations Division, in writing, of any changes in your firm such as changes in ownership, address, work classifications, etc., within thirty (30) days of the time the changes occur: failure to do so may result in a revocation of your DBE certification(s).

Please note the Human Relations Division has gone paperless and all applications will only be accessible electronically. **PLEASE SUBMIT ALL APPLICATIONS ELECTRONICALLY** via the Procure to Pay internet porta at www.waynecounty.com.

Sincerely,

Starlet Barrett

Starlet Barrett
Executive Assistant
Human Relations/Business Inclusion Division
Department of Corporate Counsel

HUMAN RELATIONS/BUSINESS INCLUSION DIVISION
DEPARTMENT OF CORPORATION COUNSEL
500 Griswold, 6th Floor, Detroit, Michigan 48226 (313) 224-5021

www.waynecounty.com

Equity Alliance Community Center Renovation & Addition

Project Location
Detroit, MI

Project Type
Interior Renovation, Addition

Building Area
8270 sf

Construction Cost
$2,000,000

Date of Completion
Fall 2026

4545 worked with the Equity Alliance of Michigan to expand their existing Community Center building in order to increase the level of support for their small business and neighborhood revitilization programs. A new computer lab and other technology upgrades allowed them to expand entrepreneurship opportunities for local business owners and students, while the multi-use community space was expanded and refreshed, and is ready to be utilized for community gatherings, after-school study sessions, or work training events. New offices were also added for employees, as well as upgrades to the commercial kitchen. The exterior saw a revitilization with a new covered patio and rain garden. We worked to create a design where the new and old would be indistinguishable from each other, and window and door shutters were integrated into the exterior soffit to create a seamless look for the new contemporary facade.



WEST ELEVATION



SOUTH ELEVATION



ENTREPRENEUR HUB



SOUTHEAST CORNER



AERIAL VIEW



COMMUNITY SPACE



COMMUNITY SPACE

Northwest Activity Center Renovations

Project Location
Detroit, MI

Project Type
Interior/Exterior Renovations

Building Area
1647 sf

Construction Cost
Undisclosed

Date of Completion
Spring 2025

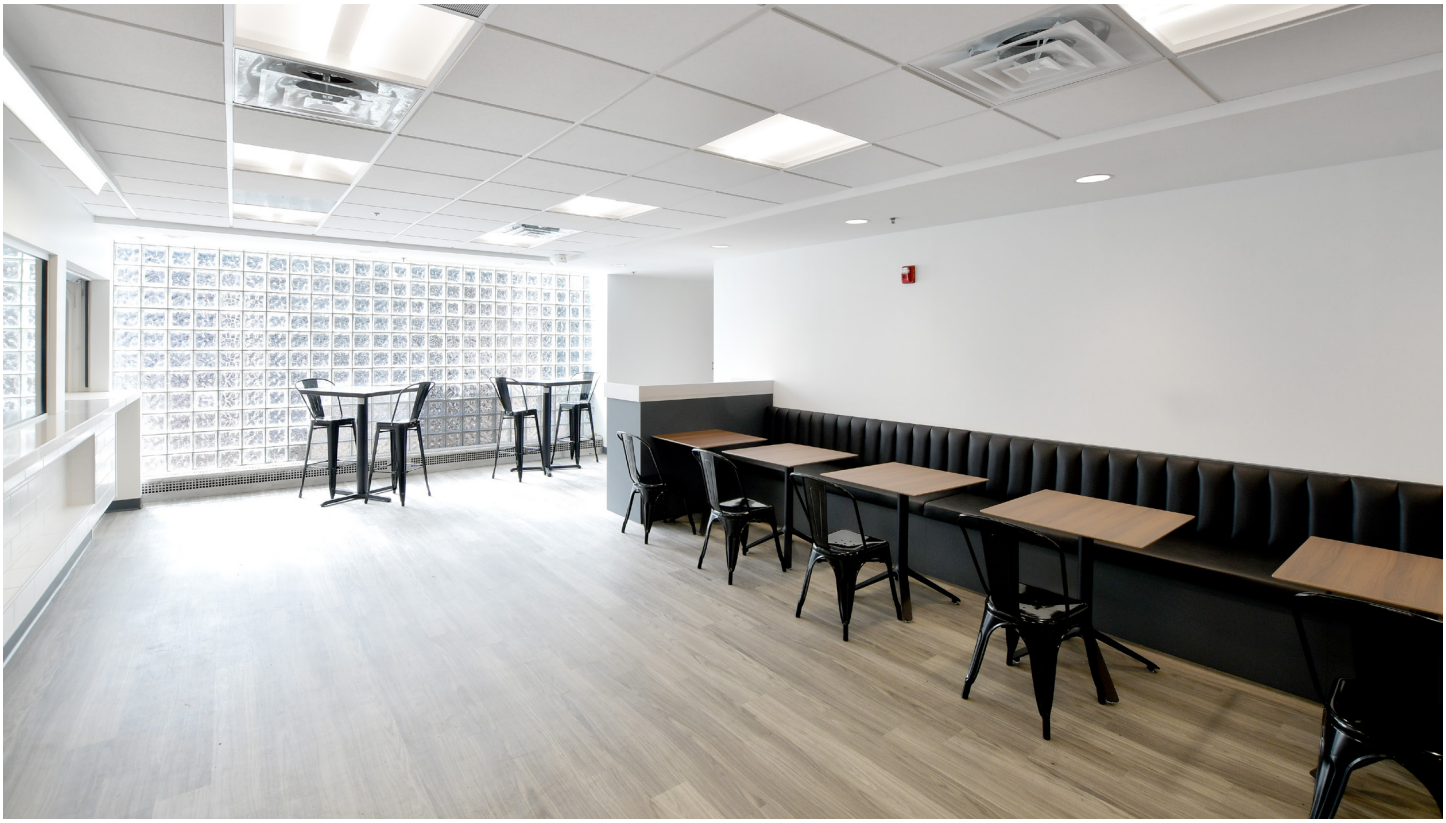
DMC Consultants partnered with 4545 Architecture to complete a capital renovation of the City of Detroit Norwest Activities Center to renovate portions of the existing building. Our scope focused on several areas of need for the building that required attention. The exterior egress ramp was deteriorating, landscape improvements were required, as well as IT and security upgrades and a freshening of new interior carpet and paint. Addtionaly the Northwest Activity Center (NWAC) wanted to offer two new program elements to the community, a Smoothie Bar/Lounge and a e-Sports Lounge. 4545 and our engineering and food service consultants provided design assistance for both these spaces, assisting with kitchen planning, equipment specification, and interior design. The Smoothie Bar was designed for flexibility in the space to allow for use of the seating area during times the Smoothie is both open or closed. We integrated overhead retail glass doors and glass screening to provide security and safety for food handling. The e-Sports Lounge was designed to be flexible and provide good lighting and sound management for the users, and the ramp was design to ensure safe access to the building by all occupants regardless of mobility levels.





NEW EXTERIOR RAMP

4545 architecture



SMOOTHIE BAR



SMOOTHIE BAR








EXIT


EXIT

Detroit At Work

Project Location
Detroit, MI

Project Type
Commercial- Building Renovation

Building Area
13475 gsf

Construction System
Interior / Exterior Renovation

Construction Cost
Undisclosed

Date of Completion
Fall 2022

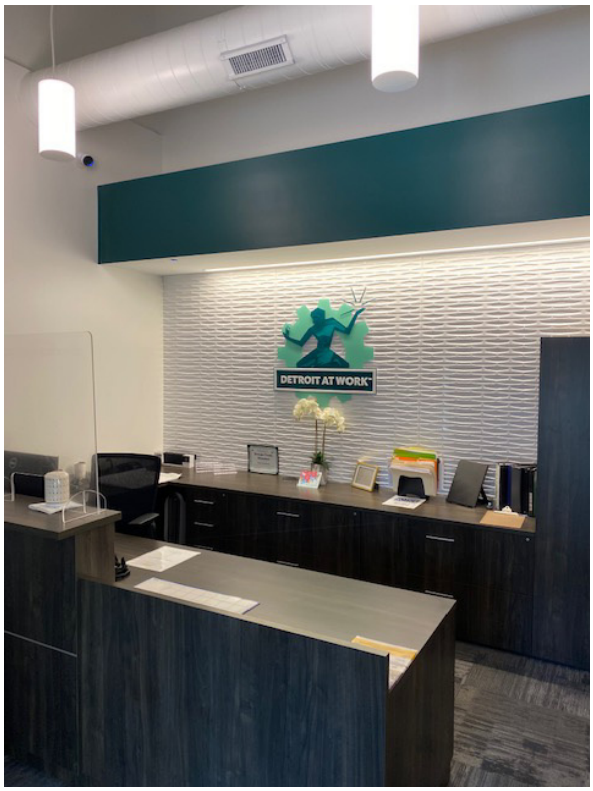
An Adaptive reuse of an existing building on the east side of Detroit, the building was originally constructed as a small neighborhood bowling alley and was used prior to this renovation as a warehouse. The building required all new systems and interior reconfiguration to accommodate the City of Detroit newest Career Training Center for Detroit at Work Career Center - Payne Pulliam School. The building consists of training spaces, collaboration spaces and has areas dedicated for staff and the public to allow the neighborhood residents re-entering the work force to learn essential job skills and be prepared for a success next opportunity.

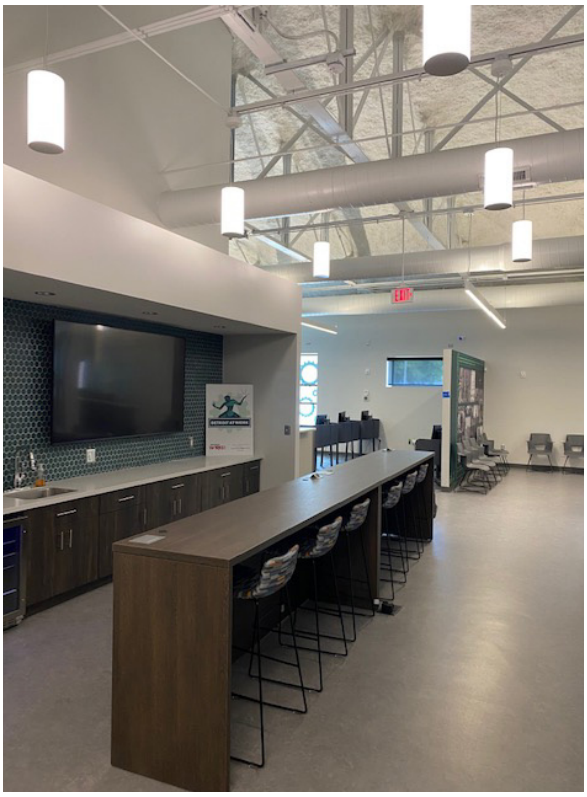









DETROIT AT WORK




EXIT



Harper Woods Community Center – Harper Woods, MI
Downriver community Counsel – Southgate, MI
Bourbon Park Community Center – Bourbon, IN
K&B Community Center – Detroit, MI
Jewish Community Center renovations – West Bloomfield, MI
Warren Community Center – Warren, MI

Recreational Facilities, Sports and Fitness

Hosel Rockets – Waterford, MI

Paddle and Par – Beverly Hills, MI

Anytime Fitness – Detroit, MI

Canton Softball Pavilion – Canton, MI

Copper Hills Country Club – Oxford, MI

Cycle and Row – West Bloomfield, MI

Diamond at the Summit Minor League Baseball Stadium – Waterford, MI

Duck Lake Recreation Building – Highland, MI

Elite Sports Complex – Macomb Twp., MI

Food and Fitness – Brighton, MI

Friendship Circle of Michigan Facility – West Bloomfield, MI

Huron Valley Schools Field House / Natatorium – Milford, MI

Kudos Taproom & Fieldhouse - Taylor, MI

LA Fitness – Sterling Heights, MI

Legacy Wellness and Indoor Soccer Center – Green Oak Twp., MI

Marysville High School Football Stadium Lighting – Marysville, MI

Mishawaka Ironworks Hospitality Complex & Outdoor Ice Rink – Mishawaka, IN

Molina Healthcare – Gym and Cafeteria – Troy, MI

Northville High School Field House Addition – Northville, MI

Piazza Dance Company – Northville, MI

Pike High School Natatorium – Pike Township, IN

Pokegon Bathouse – Dowagiac, MI

Rowlette Bowl–O–Rama – Rowlette, TX

Saginaw Chippewa Aquatic Facility – Mt. Pleasant, MI

Spring Lake High School Aquatic Center Addition – Spring Lake, MI

Sylvester Outdoor Sports Complex – Berrien Springs, MI

Troy Gymnastics – Troy, MI

Wattles Park Gym and Concessions – Battle Creek, MI

JRED ENGINEERING, INC.

14115 Farmington Rd.
Livonia, MI 48154
(734) 855-4904
esteban@jredengineering.com

As an experienced mechanical, electrical and plumbing engineering consulting firm, JRED Engineering, Inc. offers professionalism and quality work with personalized service.

Founded in 2000 by Esteban Cabello, PE, FASSE, in Dearborn Heights, Michigan, JRED Engineering (pronounced Jay-Red) is the fulfillment of a dream for Cabello. A University of Michigan graduate, he got his start with an engineering consulting firm for eight years. From there, he broadened his experience with five years of employment with two design-build mechanical contractors. "I now have my own company and I believe that these complementary experiences make me a unique commodity," says Cabello. "I understand the wants and needs of contractors as well as the engineering consulting business." As a senior mechanical engineer for Limbach, Inc., Cabello designed large engineering components of marquee projects such as the Detroit Lions' Training Facility and the Compuware Headquarters facility.









As JRED came to fruition, many contracts were first attained in the healthcare market. "It's a more complicated area of work with many variables and regulations, and it established my background," he said. JRED is experienced with nitrogen, carbon dioxide, nitrous oxide, oxygen, hydrogen, medical air, vacuum distribution, steam distribution, natural gas, propane, fuel oil, sanitary/grease waste and process/laboratory waste.

The construction industry is dynamic. Codes, standards, products and methods are always evolving and JRED remains proficient by staying actively involved in professional organizations and standards committees. "We frequently attend conventions and seminars to update our knowledge with the newest products available," he says. Cabello is an active member of many organizations including the Engineering Society of Detroit, for which he has served as a PE course instructor since 1999. In addition, Cabello has served as a Chapter President for the American Society of Plumbing Engineers, and held officer positions and chairmanships for the American Society of Heating, Refrigeration and Air Conditioning Engineers. On a larger scale, Cabello was also appointed by Governor John Engler for five years to the Construction Code Commission of the State of Michigan.

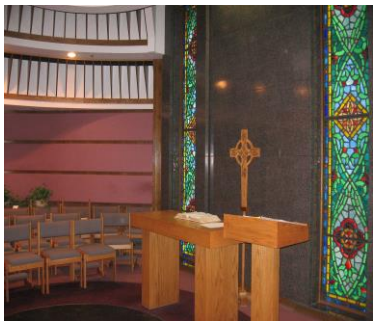
JRED stands apart from many firms due to its flexibility of work. The company provides superior engineering services ranging from private residences to large metropolitan facilities, such as the SER CASA Academy, a 20,000-square-foot charter academy affiliated with St. Anne's Catholic Church in Detroit.

JRED's experience also has proved most valuable to client's long-term needs. JRED was contracted for the HVAC design and plumbing upgrades for the Regency Tower Apartments, a 20-story high rise in downtown Detroit. Built in 1970, the building is not "old" per construction standards, but JRED recognized the need to evaluate the plumbing infrastructure. As anticipated, x-ray analysis verified that indeed the piping system needed replacement, and this finding by JRED proved most valuable to its client's construction costs and needs.

JRED is proud of its consistent outstanding referrals, and its record of service to its clients, both large and small, makes JRED your most valuable source for engineering in Southeast Michigan.

– Corporate Profile





JRED Engineering can provide engineering service to a wide variety of building types:

- DDOT Shoemaker Bus Terminal
- Mike Savoie Chevrolet
- Brome Burger
- The Hamilton Apartments
- Snethkamp Chrysler
- Strand Theater
- Ser Casa Academy School
- Autumnwood Nursing Center
- The Manor of Novi Nursing Home
- The Alberts (Apartments)
- Holy Sepulchre Mausoleum
- Sterling Corporate Center
- Regency Tower Apartments
- Onyx Waste Services Processing Facility
- Hungry Howies, Arby's, Dominos
- Holiday Inn Briarwood

14115 Farmington Road, suite 100 · Livonia · Michigan 48154 ·*Telephone*: (734) 855-4904 ·*email*: *esteban@jredengineering.com*

Fitness Centers Experience

Taylor Sportsplex – Taylor, MI

City of Inkster Dozier Recreation Center – Inkster, MI

Yoga Studio at the Ribbon – Detroit, MI

Debs Dance Studio – Rochester Hills, MI

Balance and Flow Yoga Studio – Detroit, MI

Northville Pickleball – Northville, MI

Lake Orion Rec Center – Lake Orion, MI

Orange Theory – South Lyon, MI

Greystone Pickleball Club – Auburn Hills, MI

Omnevo Fitness Club – Livonia, MI

Farmington Pickleball – Farmington, MI

Team Rehab – Canton, MI

Royal Oak Fitness Studio – Royal Oak, MI

Fox Creek Fitness Center – Independence Twp., MI

Planet Fitness – Westland, MI

Planet Fitness – Saginaw, MI

Planet Fitness – Flint, MI

Planet Fitness – Livonia, MI

References

Project: PAL Rec Center Renovation

Client: Detroit Police Athletic League

Contract Cost: $2,883,960.00

Contact information:
David Greenwood
313-833-1600 EXT 245
dgreenwood@detroitpal.org

Project: DPD Training Academy Buildout

Client: City of Detroit, Police Department

Contract Cost: $6.9 Million

Contact information:
Jeff Schultz
(313)920-1821
schultzj@detroitmi.gov

Project: Mt. Elliot Senior Center Renovation

Client: City of Detroit - CDD

Contract Cost: $3,643,687.00

Contact information:
David Larson
(313)500-6746
david.larson@detroitmi.gov

Appendix A: Licenses&Certifications

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Manish Surendra Chaudhary

DMC CONSULTANTS INC
DBA - DMC CONSTRUCTION INC
13500 FOLEY
DETROIT, MI 48227

License No:
2102181340

Expiration Date:
05/31/2029

DMC CONSULTANTS INC
DBA - DMC CONSTRUCTION INC
13500 FOLEY
DETROIT, MI 48227

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

DMC CONSULTANTS INC
DBA - DMC CONSTRUCTION INC
13500 FOLEY
DETROIT, MI 48227

Qualifying Officer:
Manish Surendra Chaudhary
Qualifying Officer #
2101193024

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102181340

Expiration Date:
05/31/2029

This document is duly issued under the laws of the State of Michigan

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to certify:

Entity Name: DMC CONSULTANTS, INC.
Entity ID#: 800663546
Entity Type: Domestic Profit Corporation
Initial Filing Date: 11/10/2005
Delayed Effective Date:
Formation Jurisdiction: Michigan
Act Formed Under: 284-1972 Business Corporation Act

That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.

This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, on November 10, 2025.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 35899
Verify this certificate at: www.michigan.gov/corpverifycertificate

RECEIVED
OCT 27 2025
BY:

STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

October 17, 2025

DMC Consultants, Inc.
Attn: Mike Chaudhary
13500 Foley St
Detroit, MI 48227

Dear Mr. Chaudhary:

Based on review of documents submitted, your application for DMC Consultants, Inc. to be certified as a Lead Abatement Firm with the Michigan Department of Health and Human Services, Lead Certification and Compliance Assurance Section (LCCA) has been approved. Your Lead Abatement Firm Certification Number is: C-000394.

This certification expires on December 31, 2026. Your firm may renew its certification in good standing not less than 30 days after, nor more than 60 days, prior to the expiration date. Re-certification is accomplished by submitting to LCCA a completed application form with any updated information, a copy of your current Worker's Compensation Insurance, and a payment of $220.

As you have been advised and previously agreed to on the Lead Firm Certification application, compliance with all applicable federal, state, local regulations and guidelines remains a condition of certification. Violations may result in suspension or revocation of your approval, and/or citation and administrative fines.

The Michigan Lead Abatement Act of 2004 requires that each lead abatement firm notify LCCA section at least three days prior to commencement of an abatement activity. In addition, Rule 325.9917 requires that a certified lead abatement supervisor be present at the abatement site during all abatement activities.

To become eligible to bid on a State Funded lead-based paint/lead hazard contract project, please contact the: George Curtis 517-241-1871.

If you have any questions, please contact our office at 517-335-9390, or Toll Free: 866-691-5323.

Congratulations on your approval,
Lead Certification and Compliance Assurance Section

Mitchell Speers

Mitchell Speers - Lead Certification Analyst
Encl: *Lead Abatement Firm Certificate*

333 SOUTH GRAND AVENUE • PO BOX 30195 • LANSING, MICHIGAN
48909 www.michigan.gov/mdhhs • 517-241-3740

MDHHS
Michigan Department of Health & Human Services

This certifies that

DMC Consultants, Inc.

in accordance to the Michigan Lead Abatement Act of 1998 is recognized as a certified

LEAD ABATEMENT FIRM

C-000394

This certification permits the Lead Abatement Firm named above to perform lead-based paint abatement in the State of Michigan until

December 31, 2026

Lead Certification and Compliance Assurance Section Manager

10/17/2025

DHHS-0650 (9/19)

Authority: P.A. 368 of 1978, as amended

Contractor Number
C37321

Expiration Date
8/27/2026

State of Michigan

Department of Labor and Economic Opportunity

DMC Consultants, Inc.

has satisfactorily met the requirements of Michigan Public Act 135 of 1986, as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type I (1 - 4 employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2019)
Authority: Michigan Public Act 135 of 1986, as amended

179115

DMC Consultants, Inc.
13500 Foley Street
Detroit, MI 48227

The Michigan Department of Labor and Economic Opportunity (LEO) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

The Department is requiring each licensed asbestos abatement contractor to notify the Department of any asbestos abatement project exceeding 10 linear feet or 15 square feet of friable asbestos containing material. This notification must reach the office of the Asbestos Program at least 10 days before the beginning of each project. If for any reason there are revisions or modifications to a notification, your company must notify LEO by FAX (517.284.7700), telephone, or email (asbestos@michigan.gov). If the revision is via telephone, your company must follow-up with a formal written revision.

Please be advised, your company must continue to maintain records of post-abatement air monitoring results. LEO can and may request these post asbestos abatement monitoring results periodically. Please be reminded that any additional or new employees must be accredited before they engage in any asbestos abatement activities.

To apply for renewal of this license, please submit an application no sooner than 90 days and no later than 30 days before the license expires. The Department must also be notified of any address or ownership changes. Project notifications and questions regarding your license should be directed to the Michigan Department of Labor and Economic Opportunity, MIOSHA Asbestos Program, P.O. Box 30671, Lansing, Michigan 48909, 517.284.7698.

Dan W. Maki

Dan W. Maki
Safety and Health Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Natasha Johns
Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	PHONE (A/C, No, Ext): (248)519-1400 FAX (A/C, No): (248)519-1401 E-MAIL ADDRESS: njohns@ghbh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Continental Casualty Company AXV	20443
INSURER B: The Continental Insurance Company AXV	35289
INSURER C: Midwest Employers Casualty Co A+XV	23612
INSURER D: Capitol Specialty Insurance Corp AIX	10328
INSURER E:	
INSURER F:	

INSURED: DMC Consultants Inc., DBA: DMC Construction
13500 Foley St.
Detroit MI 48227

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liability X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:			8019097864	5/8/2026	5/8/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			8019097850	5/8/2026	5/8/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			8019097878	5/8/2026	5/8/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC005394	1/1/2026	12/31/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Inland Marine			8019097864	5/8/2026	5/8/2027	Leased/Rented Equipment	$50,000
D	Pollution Liabillity			80453095548	5/8/2026	5/8/2027	Limit/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R McGregor/NJOHNS

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ZERVOS GROUP, INC.
INSURANCE & BONDS

December 4, 2025

RE: DMC Consultants Inc
13500 Foley
Detroit, MI 48227

To Whom It May Concern,

We are very proud to be the bonding agent for DMC Consultants, Inc., and consider them to be very capable and reliable contractors. They are without question one of the premier contractors in the city.

We have established them with an A+ rated A.M. Best surety company (NGM Insurance Company - Financial Size Category XV) DMC Consultants, Inc. has performed millions of dollars in bonded projects, all of which were completed within time and budget parameters, and all without any claim issues. We have written and/or have them approved for single bonds in the amount of $18,000,000 with an aggregate of $55,000,000 program. These aren't meant to serve as limits but amounts that handle their routine needs.

We are prepared to consider bonds for any project, subject to review and approval of the contract documents, terms, financing and current underwriting at the time of the request. We highly recommend them for any project you are considering for them. Of course, no liability is assumed by the contents of this letter.

Please let us know if you have any questions. Thank you.

Sincerely,

Gus E. Zervos

Gus E. Zervos
Attorney In Fact

24724 Farmbrook Road • P.O. Box 2067 • Southfield, Michigan 48037-2067
(248) 355-4411 • Fax (248) 355-2175

MAIN STREET AMERICA INSURANCE | Trusted Choice

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Gus E. Zervos, Karen Guthrie, Michael G. Zervos, Stephanie A. Dinco, Stephen M. Zervos

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed** Five Million Dollars ($5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By: L. K. P.

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

Lauren K. Powell
Vice President, Corporate Secretary

State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp
My Commission Expires May 21, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 4th day of December, 2025.

Nathan Hoyt Assistant Vice President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

United States Environmental Protection Agency

This is to certify that

DMC Consultants, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 17, 2030

NAT-21291-4
Certification #

April 02, 2025
Issued On

Marc Edmonds, Chief
Risk Assessment Management Branch 2.

Reviewer	Braun Construction	Deangelis Diamond	DMC	McFate Group
Jana Ecker	70	84	88	64
Mark Clemence	82	83	94	65
Nick Dupuis	62	78	88	60
Jeff Zielke	85	90	90	70
Mary Kucharek	78	98	97	68
Don Rogers	75	90	100	50
Cris Braun	30	85	90	22
George Dilgard	-	75	94	-
TOTAL:	**482**	**683**	**741**	**399**
AVERAGE:	**60**	**85**	**93**	**50**

MEMORANDUM

Engineering Department

DATE: August 24, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, Engineering Director

SUBJECT: Infrastructure Master Plan Draft Request for Proposals (RFP)

INTRODUCTION:

The Engineering Department will be issuing an RFP for an Infrastructure Master Plan. Enclosed is a draft copy of the RFP for the City Commission review and to provide direction on proceeding with publishing the RFP.

BACKGROUND:

At the January 24, 2026 City Commission Long Range Planning Meeting (Agenda – Video), a discussion occurred for going out for an RFP for the preparation of a Capital Improvement Master Plan. The Commission discussed the scope and desired components to be included in the RFP at the March 9, 2026, City Commission Workshop (Agenda – Video). A draft RFP was included in the June 22, 2026, City Commission Meeting (Agenda – Video), but the item was not discussed. The enclosed RFP has been revised since the June 22, 2026 City Commission Meeting to include or clarify additional tasks by the Consultant.

The draft RFP requests consulting services to develop a ten-year Infrastructure Master Plan. The selected Consultant will be responsible for a phased approach to the Infrastructure Master Plan. The phases include:

- Phase 1: Analysis of Existing Conditions and Policies
- Phase 2: Infrastructure Planning Framework
- Phase 3: Pilot and Final Framework

The Consultant is required to provide 20 deliverables and present two times to the City Commission at the end of each phase.

The RFP will be publicly advertised through the MITN Purchasing Group. Following receipt of proposals, an evaluation committee consisting of City staff will review and score submissions and provide a recommendation to the City Commission for consultant selection.

The proposed schedule calls for Consultant selection and contract award by the beginning of November 2026 with completion of the Infrastructure Master Plan by July 2027. This timeline will allow some of the Consultant's work to be incorporated into development of the FY 2027-2028 budget and considered during the April 2027 budget hearings.

LEGAL REVIEW:
The City Attorney has reviewed the proposed Commission action and has no objection.

FISCAL IMPACT:
The 26-27 fiscal year has $200,000 budgeted for the Infrastructure Master Plan.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
N/A

SUMMARY:
The Engineering Department requests Commission review of the draft RFP for the Infrastructure Master Plan and to provide direction to proceed with publishing the RFP.

ATTACHMENTS:
1. Infrastructure Master Plan Draft RFP

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the draft Request for Proposals for the Infrastructure Master Plan and to authorize posting the Request for Proposals on the Michigan Intergovernmental Trade Network.

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
FOR INFRASTRUCTURE MASTER PLAN

Sealed proposals endorsed **"INFRASTRUCTURE MASTER PLAN"**, will be received at the Office of the City Clerk, PO Box 3001, Birmingham, Michigan, 48012; until October 6, 2026 at 2:00 pm, after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to conduct a comprehensive Infrastructure Master Plan. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to MITN:	August 25, 2026
Deadline for Submissions:	October 6, 2026 at 2:00 p.m.
Contact Person:	Melissa Coatta, City Engineer P.O. Box 3001 Birmingham, MI 48012-3001 Phone: 248-530-1839 Email: mcoatta@bhamgov.org

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
FOR INFRASTRUCTURE MASTER PLAN

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1. OVERVIEW

The City of Birmingham, Michigan invites proposals from qualified multidisciplinary firms to help create a practical, transparent, and durable system for planning and funding infrastructure improvements. The framework will cover all City streets, water, sewer, stormwater and drainage, sidewalks, and related public infrastructure.

The engagement is phased. The first three phases will assess the City's current approach, develop a new framework, and test it on representative Birmingham infrastructure. After reviewing the results, the City Commission will decide whether to authorize a citywide application and an initial Infrastructure Master Plan. Asset-specific investigations or preliminary engineering may be authorized separately as needed.

For purposes of this request for proposals, the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Consultant." The City of Birmingham envisions that the Infrastructure Master Plan will provide a roadmap to guide the City's capital improvement infrastructure projects for the next 10 years that are consistent with the City's long term municipal goals and the City Commission's strategic goals.

This Infrastructure Master Plan should include a comprehensive system to prioritize projects, cost estimating, advance design, recommendations for funding mechanisms, project coordination and resident engagement strategies while preserving sound financial practices and the City's AAA bond rating. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

2. BACKGROUND

The City currently prepares a five-year Capital Improvement Plan (CIP) Summary through its annual budget process. Major categories include City-owned buildings and improvements; machinery and equipment; parks and other land improvements; and streets, bridges, sewer, water, stormwater, sidewalks, parking, golf, technology, and other capital assets. Enterprise funds include water, sewer, parking, and golf.

For general scale, the City reports approximately 86 miles of local roads, 100 miles of water main, and 116 miles of combined, sanitary, and storm sewer. Some portions of the City's underground and surface infrastructure are approaching 100 years of age. Condition and remaining life vary considerably; some road segments and related systems have deteriorated to the point that rehabilitation or replacement is overdue, while other assets remain serviceable and should not be replaced solely because of age.

The City's general fund is the City's major operating fund, which accounts for all financial resources except those required to be accounted for in another fund. The City has several enterprise funds (E.G. water, sewer, parking and golf courses) to account for operations that are financed and operated so that the costs associated of providing goods or services to the general public on a continuing basis would be funded primarily through user charges. All land, buildings and equipment in these funds are recorded as assets and all are expensed for depreciation.

Recently, there have been several areas where the City's capital improvement infrastructure projects (roads, bridges, sidewalks, water systems and sewer systems) have become sources of dissatisfaction for the public. Problem areas include:

1) **The planning timeframe**: the current five-year CIP budget horizon does not fully account for the planning, resident communication, or funding implications of long-term projects.
2) **The project assessment and prioritization model**: the current model used for ranking the order of infrastructure projects (based on several factors including the age, size and condition of the water and sewer mains, whether a road is an improved road or an unimproved road, the condition of the road surface, the history of water main breaks, coordination with adjacent projects and anticipated costs, etc.) needs to be updated and expanded.
3) **The funding model for street improvement**: the current special assessment program to assess the costs of a road improvement project on an unimproved road to the residents of the street based on street frontage (85% residents/15% City) has been a source of tension and uncertainty for the public. In addition, early project estimates have sometimes differed materially from bid results.
4) **Engagement and communication**: there has been resident frustration with the type, design and selection of road surfaces, communication with residents affected by infrastructure work, and project oversight as well.

3. OBJECTIVES

As stated earlier, the City desires a comprehensive Infrastructure Master Plan that will provide a roadmap to guide all of the City's capital improvement infrastructure projects for the next ten years. The intended results of this plan shall:

1. Align with the City's long term municipal goals and City Commission strategic goals.
2. Develop one citywide methodology with a transparent, repeatable and maintainable City-wide infrastructure prioritization metric for streets, water, sewers, stormwater, sidewalks, bridges and related assets.
3. Analyze current funding protocols and offer potential funding reform options. Provide reliable planning-level cost estimates with stated assumptions,

confidence ranges, escalation, contingency, and full project costs. This is a critical work scope topic and must be addressed by the Consultant. Include financial modeling to support funding decisions (revenue/expense analysis).

4. Develop a financial model that supports a ten-year capital program and also shows the longer-term cost of addressing deferred needs and maintaining desired conditions.
5. Provide editable models, source data, GIS files, documentation, and staff training so the City can update the system without depending permanently on the Consultant.
6. Provide a supporting implementation package identifying the policies, ordinances, administrative procedures, budget practices, and legal actions required to put the plan into operation.
7. Develop a public engagement and project communication strategy for both Citywide planning and individual infrastructure capital projects.
8. Develop a comprehensive project oversight strategy to ensure capital improvement infrastructure projects are effectively monitored by the City, resident concerns addressed and that project vendors are held accountable for their work.
9. Ensure explicit City Commission decisions on service levels, policy assumptions, weighting, funding objectives, and resident cost burdens before those choices are embedded in a project schedule.

During the proposal evaluation process, the City reserves the right to serve the City's best interest by requesting additional information or clarification from proposers, or by allowing corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP. It is anticipated that the Consultant will be selected by October 2026 and contract award in November 2026.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to provide a comprehensive Infrastructure Master Plan that includes project prioritization, recommendations for funding mechanisms, and resident engagement strategies.

SCOPE OF WORK

The selected consultant will create a comprehensive Infrastructure Master Plan to guide the City's capital improvement investments for all City infrastructure (roads, bridges, sidewalks, water systems and sewer systems). This section and referenced documents shall constitute the Scope of Work for this project and as such, all requirements must be met.

Component	Principal purpose	Authorization
Phase 1	Current-state, process, and data-readiness assessment	Authorized at contract execution
Phase 2	Planning, prioritization, estimating, funding, engagement, and implementation framework	Authorized at contract execution; Commission review required before Phase 3
Phase 3	Pilot application, sensitivity testing, refinement, and implementation package	Proceeds after Commission review

The City expects to select one lead consultant or integrated team. Phases 1 and 2 will begin upon contract authorization. Phase 3 work will proceed only after the applicable Commission approval and written City authorization. Respondents may combine or rename interim work products if their proposal clearly provides all required deliverables and preserves the Commission approval points.

Unless specifically authorized, recommendations will be planning-level conclusions based principally on available City information, professional judgment, and limited validation. They will not be final engineering, construction documents, certified condition assessments of every asset, or authorization to construct. Material data limitations and recommended next steps must be stated clearly.

The scope of work includes, but is not limited to, the following:

Project Initiation and Background Review:

- Conduct a project kickoff meeting with City staff.
- Confirm project goals, schedule, communication protocol and deliverables.
- Discuss with City staff the information contained in the introduction section of the RFP for clear scope of purpose and meaning.
- Identify required City data and information.
- Prepare a detailed work plan.
- Evaluate opportunities for coordinated long-range capital planning with other City projects that coordinate in time and location.
- Review of existing City plans and documents including, but not limited to, the current 5 year capital improvement plan, the City's 2026-2027 Fiscal Year Budget, the City Charter, City Code of Ordinances, the 2040 Master Plan, the Multi-Modal Transportation Plan, the Birmingham Green: Healthy Climate Plan, the Parks and Recreation Master Plan and the Wayfinding Plan the City's Water Asset Management Plan and road PASER ratings.
- Discuss with City staff the current infrastructure project selection process and areas of capital improvement planning that need refinement.

- Review all existing infrastructure plans and engineering standards, funding policies, public engagement practices and applicable design manuals and procedures.

Phase 1: Analysis of Existing Conditions and Policies

Establish a concise, shared understanding of the City's current infrastructure capital-planning practices, available information, and principal policy questions. Evaluate and prepare an interim report for City Commission review on the current capital improvement infrastructure conditions, policies and deficiencies.

Required deliverables:

1. Current assessment of existing City infrastructure policies summarizing existing strengths, gaps, and priority opportunities for improvement.
2. Asset and Data Readiness Summary identifying available information, significant gaps, and the appropriate level of reliance for later planning work.
3. Commission Policy Questions interim report identifying decisions that should guide the new framework.
4. Confirmed project schedule, engagement assumptions, and list of City information or assistance needed for the remaining work.
5. Commission presentation materials and a concise record of direction received.

Commission Approval 1 - Direction: The Commission will review the assessment and confirm the issues and policy questions to be addressed in the proposed framework.

Phase 2: Infrastructure Planning Framework

Develop a recommended framework that the City can use to identify, compare, develop, fund, communicate, and update infrastructure capital projects.

Required deliverables:

6. Recommended Citywide capital-planning framework, including the annual cycle, decision roles, project information, and relationship between need, priority, readiness, funding, and budget authorization.

7. Editable Citywide prioritization tool and a more detailed infrastructure model. Infrastructure condition or need scores for road surface, water main, and sewer must use a 0-100 scale, with 0 representing best or new condition and 100 representing greatest need; the model must also accommodate drainage, sidewalks, and other applicable considerations; handles missing or inapplicable components fairly; permits one seriously deteriorated component to drive action; and distinguishes need from project readiness.

8. Cost Estimating and Project Development Guide addressing estimate ranges and assumptions, full project costs, progressive refinement, and advance budgeting for surveys, design, engineering, engagement, and construction-related services.

9. Propose a 10-year long-range financial planning model or prototype that can compare baseline, accelerated, and alternative funding approaches and show the effect on annual costs, debt, rates or taxes, special assessments, and remaining deferred needs. Prepare a report examining the City's current capital improvement funding and all proposed capital funding source options, including, but not limited to, revenues, bonding, dedicated millages, special assessments, cost-sharing alternatives, rate funding, debt capacity, public/private partnerships, grant opportunities and multi-year financial modeling that could be utilized more effectively by the City. Include gap analysis and funding recommendations for the future.

10. Develop a comprehensive communication strategy to engage the community on infrastructure capital improvement projects in general (standard time frames, public notification methodologies, public meetings, City staff liaisons).

11. Develop an additional comprehensive communication strategy specifically for infrastructure capital improvement projects involving special assessment districts (early notifications, reliable cost estimates, and professional technical analysis for public consumption).

12. Draft Implementation Action List identifying likely policy, ordinance, budgeting, procedural, data, and administrative changes.

13. Editable working files, documentation and Commission presentation materials sufficient to review and understand the recommended framework.

Commission Approval 2 - Framework: Before pilot testing, the Commission will approve or revise the principal criteria, weights, triggers, service assumptions, funding objectives, cost-sharing assumptions, and public-engagement principles.

Phase 3: Pilot and Final Framework

Using Commission feedback, previous reports, input from meetings with City staff and background information, prepare a comprehensive Infrastructure Master Plan. Apply the approved framework to a representative group of Birmingham infrastructure projects so the City can evaluate whether it produces useful, credible results before authorizing Citywide application.

The Infrastructure Master Plan should include:

- A prioritization or scoring system for selecting capital improvement projects.
- A project order list for the next 10 years that is financially sustainable based upon the recommended funding mechanism.
    i. Break the plan order down for projects in years 1-5.
    ii. Break the plan order down for projects in years 6-10.
- For each recommended capital improvement infrastructure project, provide the following information:
    i. Description, purpose and estimated cost.
    ii. Identify the funding source, priority ranking and recommended implementation year.
- Recommendations for funding mechanisms to fund further capital improvements including changes to the City's special assessment process, grant or governmental funding opportunities, bond and/or millage options.
- Recommendations for improving public participation in the capital improvement process including:
    i. Recommendations for resident engagement during the design phase of projects.
    ii. Communications strategies to inform residents prior to and throughout construction.

Required deliverables:

14. Pilot results covering representative infrastructure situations, including missing or inapplicable components, poor street surfaces with serviceable utilities, seriously deteriorated individual components, improved and unimproved streets, and differing levels of project readiness.
15. Final planning, prioritization, estimating, financial, engagement, and annual-update framework, including editable tools, user guidance, and data definitions.
16. Prioritized Data Improvement Plan distinguishing information needed before Citywide application from improvements that may occur over time.
17. Implementation Package identifying recommended actions, responsible parties, sequence, and draft policy or procedure concepts for City and City Attorney review.

18. Staff training sufficient to reproduce and update the pilot.
19. Commission presentation materials and a concise record of the completed pilot and recommended next steps.
20. The Consultant shall provide the Infrastructure Master Plan in the following formats upon approval of the final version of the plan:
    a. One (1) reproducible PDF digital file and three (3) bound hard color copies of the completed Infrastructure Master Plan; and
    b. One (1) digital file of the final Infrastructure Master Plan; and
    c. GIS dashboard of the 10-year project list.

Commission Approval 3- City-Wide Adoption: The Commission will review the recommended program and financial choices and determine whether to adopt the final plan.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **October 6, 2026 at 2:00 p.m.** to

City of Birmingham
Attn: City Clerk
P.O. Box 3001
Birmingham, MI 48012-3001

One (1) electronic copy and three (3) hard copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**INFRASTUCTURE MASTER PLAN"**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Consultant's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.

2. Any request for clarification of this RFP shall be made in writing and delivered to:

   City of Birmingham

ATTN: Melissa Coatta, City Engineer
151 Martin Street
Birmingham, MI 48009

Or

Via email to **mcoatta@bhamgov.org**

Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.

4. The contract will be awarded by the City of Birmingham to the most responsive and responsible respondent and the contract will require the completion of the work pursuant to these documents.

5. Each respondent shall include in their proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information:

    - Firm Name
    - Full Address
    - Telephone Number
    - Email Address

    The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.

2. Related experience with similar projects, Consultant background, and personnel qualifications.
3. Quality of examples of similar work.
4. Proposed project timeline.
5. Overall costs.
6. References.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Consultant if the successful Consultant does not execute a contract within ten (10) days after the award of the proposal.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Consultants.

3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. Termination can be with or without cause. Written notice to terminate the agreed contract will be provided. The City may terminate this RFP and Agreement at any point in the process upon notice to Consultant sufficient to indicate the City's desire to do so. In the case of such a stoppage of the contract once entered, the City agrees to pay Consultant for services rendered up to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Consultant and shall not be chargeable in any manner to the City.

6. Payment will usually be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

7. The Consultant will not exceed the timelines established for the completion of this project.

8. The successful respondent shall enter into and will execute the contract as set forth and attached as Attachment A.

CONSULTANT'S RESPONSIBILITIES

Each respondent shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
   a. Agreement (Attachment A - p. 17)
   b. Bidder's Agreement (Attachment B - p. 25)
   c. Cost Proposal (Attachment C - p. 26)
   d. Iran Sanction (Attachment D – p. 27)

2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 5).

4. The Consultant will be responsible for any changes necessary for the plans to be approved by the City of Birmingham.

5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-Consultants and their qualifications, if applicable.

7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Consultant's proposal.

8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach.

9. All proposals must include a proposed time schedule for completion of the project and a fixed price agreement with an associated fee schedule for extra meeting costs, should they be required.

10. The Consultant shall perform all services outlined in this RFP in accordance with the requirements as defined and noted herein.

CITY RESPONSIBILITY

1. The City will provide a designated representative to work with the Consultant to coordinate both the City's and Consultant's efforts and to inspect and verify any work performed by the Consultant.

2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful respondent.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 11 of the Agreement attached as Attachment A for the details and what is required of the successful respondent.

CONTINUATION OF COVERAGE

The Consultant also agrees to provide all insurance coverages as specified. Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the agreement, the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, Birmingham shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Consultant that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

PROPOSAL TIMELINE

Milestone	Anticipated date
RFP posted to MITN	**August 25, 2026**
Written questions due	**September 29, 2026, 4:00 p.m. ET**
Final addendum, if any	**September 30, 2026**
Proposals due	**October 6, 2026, 2:00 p.m. ET**
Optional interviews	**October 19-23, 2026**
Tentative Commission award	**November 9, 2026**
Anticipated kickoff	**November 2026**

PROJECT TIMELINE

Milestone	Anticipated date
Project Initiation and Background Review	**November 2026**
Existing Conditions Assessment	**November 2026 - December 2026**
Initial Report to City Commission	**December 2026 - January 2027**
Infrastructure Prioritization Report	**January 2027-February 2027**
Funding Analysis and Recommendations	**February 2027 - April 2027**
Public Engagement	**April 2027 – May 2027**

Milestone	Anticipated date
Second Report to City Commission Draft Plan	**May 2027- June 2027**
Final Infrastructure Master Plan	**July 2027**
GIS Dashboard	**July 2027**

The City may revise this schedule by addendum. The Consultant will not exceed the timelines established for the completion of this project. If the Consultant fails to perform its obligations within the agreed timeline, then the City may take any and all remedial actions permitted by law.

ATTACHMENT A - AGREEMENT
FOR "INFRASTRUCTURE MASTER PLAN"

AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND _____

THIS AGREEMENT is entered into this ___ day of October, 2026, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and _____a Michigan _____ whose address is _____, (hereafter referred to as Consultant) and the foregoing shall collectively be referred to as the parties, and effective upon the Mayor's signature.

WHEREAS, the City desires a consultant to create a Infrastructure Master Plan to provide a roadmap to guide the City's infrastructure projects for the next 10 years, and in connection therewith has requested proposals for a Infrastructure Master Plan that includes; and

WHEREAS, Consultant has qualifications that meet the project requirements and has provided a response and cost proposal to perform services to create a Infrastructure Master Plan.

NOW, THEREFORE, in consideration of the foregoing preambles, the adequacy of which is acknowledged by and between the parties to this Agreement, the parties agree as follows:

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for Infrastructure Master Plan dated August 25, 2026, which includes the Consultant's response dated _____ shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A.")

2. **TERM:** This Agreement shall have a term of one (1) year. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Consultant shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all documents, services, goods and information prepared by the Consultant through such date.

3. **TERMS OF PAYMENT:** The Consultant will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the

individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

4. The Consultant shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. INSURANCE SUBMISSION REQUIREMENTS: The Consultant has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by Consultant throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of the Consultant's acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Consultant acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Consultant recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Consultant agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Consultant shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Consultant further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. INDEPENDENT CONSULTANT: The Consultant and the City agree that Consultant is acting as an independent consultant with respect to the Consultant's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Consultant nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Consultant shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be

construed as a contract of agency. The Consultant shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Consultant agrees to fully and faithfully carry out the duties of set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which Consultant is subject, Consultant hereby agrees to be bound by all Federal, State, or City of Birmingham ordinances, rules, regulations and policies as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Consultant either by offset to any amounts due and Consultant for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Consultant agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Consultant and any entity or person for whom the Consultant is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Consultant including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Consultant shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Consultant shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Consultant shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Consultant Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Consultant will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Consultant shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Consultant to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Melissa Coatta, City Engineer

_____Consultant
_____
_____
_____
Attn: _____

13. **AMENDMENTS:** No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. **WAIVER OF BREACH:** No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. **COMPLETE AGREEMENT:** The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Consultant agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Consultant shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. **DIRECT OR INDIRECT INTEREST:** If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Consultant the City shall have the right to terminate this Agreement without further liability to the Consultant if the disqualification has not been removed within thirty (30) days after the City has given the Consultant notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. **FAILURE TO PERFORM.** If Consultant fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. **LEGAL PROCEEDINGS:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to

MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

19. **RESPONSE TO REQUESTS FOR PROPOSALS:** The Consultant shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated August 25, 2026. In the event of a conflict in any of the terms of this Agreement and the Consultant _____ response, the terms of this Agreement shall prevail.

20. **FAIR PROCUREMENT OPPORTUNITY:** Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Consultant, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

_____Consultant

By:_____
Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____ _____, 20__, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to
do so he/she signed this Agreement.

_____
Notary Public
_____County, Michigan

Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Clinton Baller, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

_____
Jana L. Ecker, City Manager
(Approved as to substance)

_____
Melissa A. Coatta, City Engineer
(Approved as to substance)

_____
Mary M. Kucharek, City Attorney
(Approved as to form)

_____
Mary Chavez, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B - BIDDER'S AGREEMENT
FOR "INFRASTRUCTURE MASTER PLAN"

In submitting this proposal, as herein described, the Consultant agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

BID PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL
FOR INFRASTRUCTURE MASTER PLAN

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials.

COST PROPOSAL	
ITEM	**BID AMOUNT**
Infrastructure Master Plan	$

Firm Name_____

Authorized signature_____ Date_____

ATTACHMENT D – IRAN SANCTIONS
FOR INFRASTRUCTURE MASTER PLAN

VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____

STATE OF MICHIGAN
DISTRICT COURT
48th JUDICIAL DISTRICT

DISTRICT JUDGES
HON. MARC BARRON
HON. DIANE D'AGOSTINI
HON. KIMBERLY SMALL

4280 TELEGRAPH ROAD
BLOOMFIELD HILLS MI 48302-3200

COURT ADMINISTRATOR
PATRICK T. DUNN
PHONE (248) 647-1141
FAX (248) 647-8955

Dear Mayor Baller and the Birmingham City Commission,

Thank you for taking the time to review the attached packet of information regarding the 48th District Court.

The 48th District Court is seeking approval, as required by MCL 600.8501(2), to appoint a fourth magistrate.

Please find a copy of the MCL and a proposed resolution attached.

Respectfully,

Court Administrator Patrick T. Dunn

APPENDIX A

MCL 600.8501 District court magistrates; number; appointment; approval; qualifications; thirty-sixth district.

Sec. 8501.

(1) In a county that elects by itself fewer than 2 district judges, the county board of commissioners shall provide for 1 district court magistrate. In all other counties in districts of the first and second class, the county board of commissioners shall provide for not less than 1 magistrate if recommended by the judges of the district. Additional magistrates may be provided by the board upon recommendation of the judges. All magistrates provided for shall be appointed by the judges of the district and the appointments shall be subject to approval by the county board of commissioners before a person assumes the duties of the office of magistrate.

(2) In each district of the third class, the judge or judges of the district may appoint 1 or more district court magistrates. A person shall not be appointed magistrate unless the person is a registered elector in the district for which the person was appointed or in an adjoining district if the appointment is made under a plan of concurrent jurisdiction adopted under chapter 4. Before a person assumes the duties of the office of magistrate in a district of the third class, the appointment of that person as a district court magistrate is subject to approval by the governing body or bodies of the district control unit or units that, individually or in the aggregate, contain more than 50% of the population of the district. This subsection does not apply to the thirty-sixth district.

(3) The thirty-sixth district shall have not more than 6 district court magistrates. The chief judge of the thirty-sixth district may appoint 1 or more magistrates as permitted by this subsection. If a vacancy occurs in the office of district court magistrate, the chief judge may appoint a successor. Each magistrate appointed under this subsection shall serve at the pleasure of the chief judge of the thirty-sixth district.

(4) A person shall not be appointed district court magistrate under subsection (3) unless the person is a registered elector in the district or in an adjoining district if the appointment is made under a plan of concurrent jurisdiction adopted under chapter 4.

APPENDIX B

PROPOSED RESOLUTION NO. _____

A RESOLUTION OF THE BIRMINGHAM CITY COMMISSION, MICHIGAN CITY COMMISSION, SUPPORTING THE ADDITION OF A FOURTH MAGISTRATE FOR THE 48TH DISTRICT COURT.

WHEREAS, the 48th District Court serves the residents of the Township of Bloomfield, West Bloomfield and the Cities of Birmingham, Bloomfield Hills, Keego Harbor, Sylvan Lake and Orchard Lake Village; and

WHEREAS, the district control units, also known as the district funding units, are compromised of the City of Birmingham, and the Townships of Bloomfield and West Bloomfield; and

WHEREAS, MCL 600.8501(2) requires "[b]efore a person assumes the duties of the office of magistrate in a district of the third class, the appointment of that person as a district court magistrate is subject to approval by the governing body or bodies of the district control unit or units that, individually or in the aggregate, contain more than 50% of the population of the district."

WHEREAS, the Birmingham City Commission supports the essential role of the judiciary in protecting public safety, upholding due process, and ensuring timely resolution of a criminal, civil, and traffic matters; and recognize it is in the best interest of the residents of the 48th District Court to approve the addition of a fourth magistrate for the 48th District Court.

NOW, THEREFORE BE IT RESOLVED by the Birmingham City Commission, that:

1. The Commission hereby expresses its support for the addition of a fourth magistrate for the 48th District Court.
2. The Clerk is directed to transmit a certified copy of this resolution to all relevant governmental bodies and stakeholders.

PASSED, APPROVED, AND ADOPTED BY THE CITY COMMISSION THIS ____ DAY OF _____.

_____

CLERK

I, the undersigned Clerk of the City of Birmingham, hereby Certify that the foregoing is a true and complete copy of the resolution adopted by the City Commission at a duly called meeting held on _____.

BIRMINGHAM POLICE DEPARTMENT

Media Release

Media Contact: Ryan Kearney, Chief of Police
(248) 530-1768
rkearney@bhamgov.org

Aug. 9 disturbance outside Sidecar Slider Bar

BIRMINGHAM, MI – August 13, 2026 – The Birmingham Police Department is actively investigating a disturbance that occurred in the area of Willits and Bates outside Sidecar Slider Bar during the early morning hours of Aug. 9, 2026.

At approximately 12:56 a.m., our dispatch center received a 911 call reporting a disturbance involving approximately 20 to 40 people in the roadway at the intersection of Willits and Bates. Officers responded to the scene in just over one minute and located several individuals who were verbally arguing. Officers did not witness any physical altercations. There was very limited cooperation from participants and potential witnesses, and officers were unable to identify any potential suspects at the scene. The only injury reported at the time was a minor scrape to an individual's hand after falling in the roadway.

As part of the investigation, officers reviewed available surveillance video from the area. The video confirmed that a large physical altercation had occurred across portions of the roadway. Unfortunately, the quality of the recording did not provide investigators with sufficient information to identify those involved. No victims have come forward to make a police report.

In the days since the incident, additional cellphone videos have surfaced on social media and through news outlets. Investigators are actively reviewing this additional footage and following up on any information that may help identify the individuals involved.

We understand and share the community's concern about incidents like this occurring in our downtown. The safety of our residents, visitors, businesses and everyone who enjoys Birmingham is our highest priority. While officers responded within just over one minute of receiving the 911 call, we recognize that the community expects a safe and welcoming downtown, and we are committed to taking the necessary steps to ensure that happens.

In response to the increased crowds and recent incidents, the Birmingham Police Department will be further increasing vehicle, bicycle and foot patrols throughout the downtown area. Residents and visitors can expect a highly visible police presence as we continue to work to deter disorder, respond quickly to calls for service and maintain a safe environment for everyone. The Birmingham Fire Department will also conduct additional periodic unscheduled occupancy inspections of downtown businesses to ensure capacity limits are not exceeded.

The Birmingham Police Department is asking anyone who witnessed the incident, was involved, was a victim of assault, has video of the incident, or has information that could help investigators identify those involved to contact Captain Michael Simpson at (248) 530-1770.

###

Jerome Przekop

995 Gordon Lane
Birmingham, MI 48009

August 11, 2026

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mayor, City Commissioners, and City Officials:

I am writing as a disappointed resident and taxpayer to express my concern about the City's response to late-night hooliganism, fighting, and disorderly behavior in our community. Birmingham is a city where residents expect safe streets, a peaceful downtown, and a prompt, visible response when public safety is threatened.

When residents see or hear about fights and disruptive activity at night, it creates a sense that the City is not taking these incidents seriously enough. As someone who pays taxes and cares about the quality of life in Birmingham, I expect the City to do more to prevent these problems, respond quickly when they occur, and communicate clearly with residents about what steps are being taken.

I respectfully ask the City to increase evening and late-night public safety presence in problem areas, enforce ordinances consistently, and provide residents with a clear plan for addressing this behavior before it becomes worse. Birmingham should be known for safety, order, and respect for the people who live, work, and invest here.

Thank you for your attention to this matter. I hope the City will take these concerns seriously and provide residents with a stronger, more proactive response.

Sincerely,

Jerome Przekop

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Disorderly behavior downtown

1 message

'Kirk Taylor' via City Commission <city-commission@bhamgov.org> Wed, Aug 12, 2026 at 2:09 PM
Reply-To: Kirk Taylor <kirktaylor@comcast.net>
To: city-commission@bhamgov.org

Mary and Kirk Taylor
552 Hanna Street
Birmingham, Michigan

August 12, 2026

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mayor, City Commissioners, and City Officials:

We are writing as concerned and disappointed residents and taxpayers regarding the City's response to late-night fighting, disruptive conduct, and disorderly behavior in our community.

Birmingham is a city where residents should be able to expect safe streets, a peaceful downtown, and a prompt, visible response whenever public safety is threatened. When residents witness or repeatedly hear about fights and disruptive late-night activity, it creates the troubling impression that these incidents are not being addressed with sufficient urgency.

As taxpayers who care deeply about Birmingham and its quality of life, we expect the City to take stronger steps to prevent these problems, respond promptly when they occur, and communicate clearly with residents about the measures being taken.

We respectfully ask the City to increase its evening and late-night public safety presence in problem areas, enforce applicable laws and ordinances consistently, and provide residents with a clear plan for addressing this behavior before it escalates further.

Birmingham should continue to be known for safety, order, and respect for the people who live, work, visit, and invest here.

Thank you for your attention to this matter. We hope the City will take these concerns seriously and provide residents with a stronger and more proactive response.

Sincerely,

Mary Taylor

Kirk Taylor

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Email response

1 message

Jana Ecker <Jecker@bhamgov.org> Wed, Aug 19, 2026 at 1:29 PM
To: City Commission <city-commission@bhamgov.org>
Cc: DepartmentHeads <department-heads@bhamgov.org>

Please see response below to Ms. Kaften's email, which is attached.

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

---------- Forwarded message ---------
From: **Ryan Kearney** <RKearney@bhamgov.org>
Date: Wed, Aug 19, 2026 at 12:52 PM
Subject: Email response
To: <lori.kaftan@gmail.com>
Cc: Jana Ecker <Jecker@bhamgov.org>

Ms. Kaftan,

Thank you for taking the time to provide your experience and perspective. We share your concern about the increased crowds and activity downtown. I understand how encountering large groups while walking could be unsettling.

The Police Department already conducts vehicle, foot, and bicycle patrols throughout downtown. However, given the increase in crowds and incidents, we are dedicating additional foot and bicycle patrols during the evening hours to provide a greater visible presence and effectively manage the increased activity.

Our goal is to ensure that Birmingham remains a welcoming and walkable community where residents, families, seniors, and visitors feel comfortable using our downtown. We recognize that maintaining that environment requires us to continually evaluate conditions and adjust our resources when circumstances change.

We appreciate your long-standing commitment to Birmingham and your willingness to share your experience. Your concerns are important to us, and we will continue working to ensure downtown remains a safe and welcoming place for everyone.

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BIRMINGHAM POLICE
STATE OF MICHIGAN

RYAN KEARNEY
★ ★ ★
CHIEF OF POLICE
BIRMINGHAM POLICE DEPARTMENT
151 Martin St.
Birmingham, MI 48009
(248) 530-1768

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Kaften Email.pdf
121K

BIRMINGHAM
A WALKABLE CITY

Jana Ecker <jecker@bhamgov.org>

“A Walkable Community”

1 message

Lori Kaftan <lori.kaftan@gmail.com> Sun, Aug 16, 2026 at 7:54 PM
To: rkearney@bhamgov.org, jecker@bhamgov.org, cballer@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org, bkolb@bhamgov.org, kkozlowski@bhamgov.org, tlonge@bhamgov.org

August 16, 2026

Dear Chief Kearney, City Manager Ecker, Mayor Baller, Commissioner Haig, Commissioner Host, Commissioner Kolb, Commissioner Kozlowski, Commissioner Longe

As a Birmingham resident since 1994, I have lived through many different incarnations of our city. For more than three decades, I have thoroughly enjoyed living in what the City has proudly tagged **“A walkable community.”** That has been the thing I, too, valued most about Birmingham. Unfortunately, it’s clear that the character and sense of safety of our downtown have changed.

Approximately two weeks ago, I was walking home from Phoenicia at approximately 9 pm with a friend. Walking Old Woodward toward downtown, we encountered multiple large groups congregating on the sidewalks. They were moving in groups—like impenetrable schools of fish—and at times occupying nearly the entire width of the sidewalk. There was little effort to share the sidewalk or make room for other pedestrians, and the interaction felt confrontational and had a kind of defiant tone, rather than simply the normal coexistence we expect in a public space. I found the experience frightening. If something had escalated, we would have been completely outnumbered.

I respectfully ask you to spend evenings walking, not driving, Old Woodward, Pierce, Merrill and the surrounding downtown streets around 8:30 or 9:00 p.m. and later! Not simply driving through. Observe the amount of loitering and the overall atmosphere. Go on weekdays and weekends. I believe you will gain a very different perspective by experiencing downtown as a pedestrian.

As I have shared my experience, I am learning that it was not an anomaly- with neighbors having similar experiences. Last summer, my teenager could walk to and from the Powerhouse Gym at night without specific concern. This summer, I would not allow that. Last summer, I took my dog for walks as late as 11:30 p.m. This summer, I would not feel comfortable doing so. I know seniors who have decided not to dine downtown on weekends.

I am also concerned about my elderly parents, who are downtown Birmingham residents. Birmingham should be a place where our seniors, families, teenagers and other residents can comfortably walk our sidewalks in the evening without feeling intimidated or worried.

That should concern all of us.

The taxes I/we pay to live in Birmingham come with an expectation—not that the City can eliminate every risk, but that safety, security and the ability to comfortably use our streets and sidewalks are fundamental priorities.

I worry that several very successful years for Birmingham's retail and restaurant community may have allowed us to become somewhat less focused on the fundamentals. We have understandably invested in creating an attractive and vibrant destination for everyone. However, Birmingham cannot remain a thriving community if residents begin to feel that their own downtown is no longer a comfortable or safe place to be.

I respectfully ask the Commission to take a hard look at our priorities and expenditures. I would rather see the City pull back somewhat on discretionary amenities, additional events, park-based entertainment, or public art and put those resources toward the fundamentals: visible police presence downtown, (and police driving the adjacent neighborhoods), regular foot patrols, actively addressing loitering and disorder, maintaining our streets and sidewalks, and restoring residents’ confidence in our community.

I am not asking for Birmingham to become unwelcoming. Quite the opposite. I want Birmingham to remain welcoming.

This is not intended as criticism of any individual commissioner, city employee or police officer. I know that keeping a community safe is

complicated, and I appreciate the work that goes into it.

This is a cry for help.

I want to feel proud to continue calling Birmingham home. More importantly, I want to feel safe doing so.

Respectfully,

Lori Kaftan

A Birmingham Resident Since 1994

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: letter response

1 message

Jana Ecker <Jecker@bhamgov.org> Wed, Aug 19, 2026 at 1:26 PM
To: City Commission <city-commission@bhamgov.org>
Cc: DepartmentHeads <department-heads@bhamgov.org>

FYI

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

---------- Forwarded message ---------
From: **Ryan Kearney** <RKearney@bhamgov.org>
Date: Wed, Aug 19, 2026 at 12:51 PM
Subject: letter response
To: Diane Roach Smith <dianesmith5912@gmail.com>
Cc: Jana Ecker <Jecker@bhamgov.org>

Ms. Roach Smith,

Thank you for taking the time to share your perspective. I completely understand why the events you described would be concerning, particularly as a resident who cares deeply about the community. Your questions about safety, police presence, and our ability to respond when multiple issues arise simultaneously are legitimate, and I appreciate you bringing them forward. I wanted to share some thoughts from a law enforcement perspective.

Police work is not always black and white. Most of the time, we operate in the gray, and circumstances can change quickly. Our supervisors constantly evaluate and reevaluate conditions and calls for service to determine how to allocate and prioritize appropriate resources. We simply cannot be everywhere at once, but I can assure you that our supervisors and officers do a phenomenal job managing coverage and responding to the community's needs.

Birmingham is also very unique. Geographically, we are a relatively small city, approximately 4.8 square miles, with just under 22,000 residents. Yet our population can effectively double or triple regularly due to visitors, shoppers, diners, and events. That creates significant demands on our resources, particularly during peak weekend periods.

We have an excellent working relationship with our surrounding police departments and routinely communicate and coordinate with them when circumstances require additional assistance. However, traffic enforcement is different from an emergency or major incident. It would not be reasonable to expect a neighboring department to leave its own community and travel into Birmingham to provide routine traffic enforcement.

That doesn't mean we are ignoring the concerns about Woodward. Quite the opposite. We have written thousands of tickets in the Woodward corridor since the spring and continue to conduct proactive enforcement addressing speeding, reckless and careless driving, squealing tires, modified exhaust, and other dangerous driving behaviors. We also move available staff to Woodward and the downtown area during peak periods, based on conditions and expected activity. Additionally, we have been addressing the Woodward noise issue through means beyond enforcement. We have pushed for legislative changes to provide stronger, more easily enforceable penalties. These efforts are gaining traction with State Representatives Jason Hoskins and Natalie Price through Michigan House Bills 6151 and 6152. Unfortunately, until we have stiffer penalties and laws that are easier to enforce, simply writing more tickets will not necessarily deter the behavior we are seeing. We recognize that enforcement alone is not the complete solution, which is why we continue pursuing legislative changes to provide officers with more effective tools to address these ongoing issues.

I also understand how frustrating it can be for a resident to drive through an area without seeing a police vehicle and conclude there is no police presence. The absence of a visible patrol vehicle at a particular moment does not necessarily mean officers are not in the area, actively addressing calls, traffic concerns, or other issues elsewhere in the city.

Most importantly, I want you to know that we share your concern for the safety and quality of life of our residents. We recognize the challenges of being a destination community, and we will continue to evaluate our resources and enforcement efforts to address dangerous driving and other quality-of-life concerns. We can't eliminate every incident or be everywhere at once, but we're committed to continuing to provide the level of service and safety our community deserves.

Thank you again for taking the time to express your concerns and for your continued investment in our community.

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The city of Birmingham has a problem. The police department is staffed with many wonderful police people. But as a City observer, it seems like they are being handicapped by the city government. Who puts their head in the sand and pretends there is no problem, aka Saturday August 8th.

Again This week Saturday night, August 8th there was an incident downtown and it made the news, another issue with safety. This is the 3rd incident that has made the news for our city. On this same Saturday, Woodward was out of control again, from before 7pm until late into the night. I drove on Woodward 2 times between 6:45 and 8:40 and I did not see one Police Car. I was told that there are supposed to be 6 cars on Woodward Fridays and Saturdays? 2 on the North end of Woodward and 2 on the South end of Woodward. 2 Cars downtown, Where were they Saturday before the teen issue? The incident with Teens did not occur until 10:30 at night why was there no police presence on Woodward during the evening before 10:30?

What is the staffing deployment plan for weekend nights and for Woodward specifically?

Are there recurring “problem time windows” (e.g., evenings on weekends) where the city is actively deploying more enforcement patrol?

What infrastructure enforcement measures are being used to reduce drag racing burnouts not just patrol after the fact.

I am concerned about the contingency plan that the City has for multiple negative events occurring in the city at one time. From an outsider view it seems that only one incident can be handled at a time. This is very disconcerting as a resident living in Birmingham.

This is not a criticism of the Police, they are doing a great job but they answer to the city and there seems to be some reactive opinions rather than proactive steps for Safety in our governing body.

Here are a few questions that should be discussed at your next meeting.

If one incident draws units downtown, what redundancy exists to cover Woodward? What mutual aid or cross-coverage arrangements exist for simultaneous events?

Why wasn’t some coverage maintained on Woodward (and what is the plan to prevent the same gap next time)?

I moved here 8 years ago to be close to my 10 grandchildren. I love my neighborhood and I love living here. The city works for the residents and their number one job is Safety, followed by infrastructure. The City needs to re-focus and prioritize Safety and infrastructure.

Diane Roach Smith
dianesmith5912@gmail.com

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Recent Downtown Activities

2 messages

'Rich, Andrew' via City Commission <city-commission@bhamgov.org> Thu, Aug 13, 2026 at 11:50 AM
Reply-To: "Rich, Andrew" <ARich@pcicoatings.com>
To: "City-commission@bhamgov.org" <City-commission@bhamgov.org>
Cc: "Rich, Parker" <PRich@pcicoatings.com>, "Drew Rich (Drich07@gmail.com)" <Drich07@gmail.com>, "Kirk Taylor (Kirktaylor@comcast.net)" <Kirktaylor@comcast.net>, "Jerome Przekop (jprzekop@gmail.com)" <jprzekop@gmail.com>

August 13, 2026

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Mayor, City Commissioners, and City Officials:

We are writing as concerned and disappointed residents and taxpayers regarding the recent late-night fighting, disruptive conduct, and disorderly behavior occurring in and around downtown Birmingham.

As lifelong Birmingham residents, and with our entire family living in the city, we have always known Birmingham to be a safe, vibrant, and well-maintained community. Residents should be able to enjoy their homes, streets, and downtown without having to tolerate repeated fighting, excessive late-night disturbances, and other behavior that threatens the peace and safety of our community.

When these incidents occur repeatedly, and residents continue to hear about or witness this type of activity, it creates the perception that these problems are not being addressed with the urgency and consistency they require. We believe that perception needs to change.

As taxpayers and residents who care deeply about Birmingham and its quality of life, we expect the City to take a stronger and more proactive approach. We respectfully ask that the City:

- Increase evening and late-night police and public safety presence in areas experiencing recurring problems.
- Consistently enforce applicable laws and ordinances involving fighting, disorderly conduct, excessive noise, and other disruptive behavior.
- Identify problem areas and times when additional resources or patrols are needed.
- Provide residents with a clear explanation of the steps being taken to address these issues and prevent them from escalating.

We understand that maintaining a vibrant downtown comes with challenges, particularly during late-night hours. However, that should not come at the expense of the safety, security, and quality of life of Birmingham residents, businesses, and visitors.

Birmingham should continue to be known as a community where people feel safe, where laws are respected, and where residents can count on their City government to respond promptly and effectively when problems arise.

We respectfully ask that you take these concerns seriously and provide residents with a stronger, more visible, and proactive response.

Thank you for your attention to this important matter. We look forward to seeing meaningful action and continued communication from the City.

Sincerely,

Andrew & Anne Rich

572 Watkins

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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/MW4PR06MB7835E44F5A21DEEAA600E37BB4DB2%40MW4PR06MB7835.namprd06.prod.outlook.com.

Clinton Baller <cmballer@avidpays.com> Thu, Aug 13, 2026 at 12:13 PM
To: "Rich, Andrew" <ARich@pcicoatings.com>
Cc: "City-commission@bhamgov.org" <city-commission@bhamgov.org>, "Rich, Parker" <PRich@pcicoatings.com>, "Drew Rich (Drich07@gmail.com)" <Drich07@gmail.com>, "Kirk Taylor (Kirktaylor@comcast.net)" <kirktaylor@comcast.net>, "Jerome Przekop (jprzekop@gmail.com)" <jprzekop@gmail.com>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Ryan Kearney <RKearney@bhamgov.org>

Andrew (and family): Thank you for writing. We are on it. Look for a statement from the city soon that will include stepped up patrols and other information.

Mayor Baller
[Quoted text hidden]
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9HCBzOCCzKbTbQKkkQHaF7NhhiHsHEsmQ6w2EWfDuL3VA%40mail.gmail.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Wimbleton Gas Leak Safety Concerns

1 message

Jana Ecker <Jecker@bhamgov.org> Thu, Aug 20, 2026 at 9:36 AM
To: Alex Bingham <abingham@bhamgov.org>

Please add this to the Wimbleton communications section as this was Melissa's response to Tim Bradley's email. Thanks!

Jana L. Ecker
City Manager
Birmingham, MI
(248) 530-1811

---------- Forwarded message ---------
From: **Melissa Coatta** <mcoatta@bhamgov.org>
Date: Mon, Aug 10, 2026 at 4:55 PM
Subject: Re: Wimbleton Gas Leak Safety Concerns
To: Tim Bradley <tim.c.bradley@gmail.com>
Cc: Jana Ecker <jecker@bhamgov.org>, Mark Akram <makram@bhamgov.org>

Tim,

The resident at 463 Wimbleton Drive reported smelling natural gas outside their home on Tuesday, August 4, at approximately 10:00 p.m. The Birmingham Fire Department and Consumers Energy responded to the report and identified a leak on the gas service on private property serving 463 Wimbleton Drive, which was originally installed in 1927. Consumers Energy repaired the gas service on Wednesday, August 5. However, elevated levels of residual natural gas remained underground. As a precaution and for public safety, Consumers Energy vacuumed the affected area to determine whether there were any additional leaks and to remove the residual gas from the ground. Consumers Energy also excavated a small area near the northwest corner of Wimbleton Drive and Oxford Road to inspect the gas main itself. A gas coupler was in this area. Because the coupler was exposed, Consumers Energy had a welder inspect and perform work on the coupler. After completing this work, Consumers Energy backfilled the excavation and temporarily cold-patched the roadway. Consumers Energy reported that the residual natural gas readings had improved and that they had completed their work and left the site.

The City's Engineering Department and our engineering consultant communicates with Consumers Energy several times each year regarding upcoming City construction projects, as well as during the initial design phase of individual City projects. The existing 2-inch gas main on Wimbleton Drive was installed in 1951 and is located approximately 12 feet south of the north Wimbleton Drive right-of-way line, or approximately 6 to 7 feet south of the sidewalk on the north side of the street. The City's Engineering Department inspects work when a utility company installs a new utility within the City's right-of-way. However, the City does not inspect or oversee the condition of another utility company's existing infrastructure, such as gas mains, pipes, fiber, or conduit, or how they respond to an issue. If a resident has a concern regarding a gas main or gas service, they should contact Consumers Energy directly. If anyone smells natural gas, they should immediately move to a safe location, avoid using electronics or anything that could create a spark, call 911, and then contact Consumers Energy at 800-477-5050 (https://www.consumersenergy.com/outages-and-safety/report-an-issue).

Thank you,
Melissa A. Coatta, P.E.
City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009
Office (248) 530-1839

Subscribe to receive construction project updates and alerts at bhamgov.org/enews.

From: Clinton Baller <cmballer1@gmail.com> on behalf of Clinton Baller <cmballer@avidpays.com>
Sent: Thursday, August 6, 2026 11:10 PM
To: Jana Ecker <Jecker@bhamgov.org>; Kucharek, Mary <mkucharek@bhlaw.us.com>; Melissa Coatta <mcoatta@bhamgov.org>; makrum@bhamgov.org <makrum@bhamgov.org>
Subject: Fwd: Wimbleton Gas Leak Safety Concerns

---------- Forwarded message ---------
From: **Tim Bradley** <tim.c.bradley@gmail.com>
Date: Thu, Aug 6, 2026 at 10:57 PM
Subject: Wimbleton Gas Leak Safety Concerns
To: <cballer@bhamgov.org>, <tlonge@bhamgov.org>, <ahaig@bhamgov.org>, Brad Host <bhost@bhamgov.org>, <bkolb@bhamgov.org>, <kkozlowski@bhamgov.org>, Office of the City Clerk <clerksoffice@bhamgov.org>
CC: Anne Morrison Bradley <anne.morrison@gmail.com>

Dear Commissioners,

I know this letter will not make it into Monday's information packet, but I wanted to urgently bring a concerning safety issue on Wimbleton to your attention.

Throughout the Phase I road project, we have endured numerous water and gas main breaks. On Tuesday, August 4th, just shy of two months after completion of Phase I, a Consumers Energy employee knocked on our door at almost midnight, requesting access to our home to test for gas due to a reported gas leak adjacent to our property, which Consumers Energy later called an "enormous" leak.

The crew has now been in front of our house for over 48 hours. The leak itself, which was actually two houses down, was quickly fixed. However, we were told that the leak had "been going on for so long" that they are still pumping gas from underneath the road days later. They also said that the leaked gas is what caused the substantial browning of the sod laid down by the city in June, which we had been extensively watering.

While I can't say with 100% certainty that this leak was caused by the road work, it is in a location directly where the construction was digging, and only a few feet from where they broke a gas main last winter.

This is all very concerning to us. I believe everyone is in agreement ee that the contractor's work above the road did not meet any acceptable standards. However, we fear that the work below the road is substandard as well. We urge the City, its engineers, and inspectors to fully investigate this leak and its causes as well as inspect the rest of West Wimbleton for additional leaks.

We urge this to be done before the road is torn up again for asphalt installation. The fact that a leak of this size endured for so long is very concerning.

Tim Bradley
519 Wimbleton Dr.

MEMORANDUM

Engineering Department

DATE: August 24, 2026

TO: Jana Ecker, City Manager

FROM: Melissa Coatta, Engineering Director
Mark Akram, Assistant Engineering Director

SUBJECT: Wimbleton Phase 1 Project Update

As part of the repair of the existing cape seal treatment installed as part of the Wimbleton Phase 1 Project, which does not meet City standards, the contractor is scheduled to begin work on Tuesday, August 25, 2026, or Wednesday, August 26, 2026, weather permitting. The contractor will first mobilize equipment and install the necessary traffic control signage in the area.

Following mobilization, the contractor will mill the existing roadway surface and install two inches of new asphalt. This asphalt replacement will be completed at no additional cost to residents. The work is expected to take approximately 10 construction days to complete, weather permitting.

During the milling and paving operations, the following roads will be closed to through traffic:

- Wimbleton Drive from Woodward Avenue to Oxford Road
- Abbey Street from Wimbleton Drive to the dead end
- Twin Oaks Lane from Wimbleton Drive to the dead end

Residents in the affected area have been notified of the upcoming work through informational flyers and ongoing communication from the City. If residents have any questions regarding the project or construction schedule, please contact the City of Birmingham Engineering Department at (248) 530-1840.

MEMORANDUM

Building Department

DATE: August 24, 2026

TO: Jana Ecker, City Manager

FROM: Nick Dupuis, Planning Director
Jeff Zielke, Building Official
Ryan Kearney, Police Captain

SUBJECT: Short Term Rental Report

INTRODUCTION:

Please see below the updated City Commission report on short term rental issues.

BACKGROUND:

Building Department

The Building Department continues to investigate all rental properties in the City for compliance with the rental code. Since the last City Commission meeting, the Building Department issued six new violations to rental property owners, all of which are all long-term. The Building Department is continuing to work with rental management companies to compile a list of owners renting units in multi-story buildings and is continuing to pursue the removal of illegal listings on short-term rental sites such as AirBNB and VRBO.

Police Department

On Friday, August 14, the police department received a call from a neighbor reporting that a renter arrived at 1480 E Lincoln, a former short-term rental property with a revoked license. Officers were dispatched and investigated. They confirmed that VRBO mistakenly failed to cancel one rental booked a year ago for Dream Cruise. The owner had already informed the prospective renter that he had to vacate the property, and officers stood by until he did so shortly thereafter. The building official followed up with the owner to ensure codes were changed and all other rentals were canceled.

Planning Department

The Planning Board held a public hearing on August 12, 2026 to review the proposed ordinance amendments that would set a 30-day minimum on all rental units in the City in all zoning districts in the City except for the D4/B4 (Downtown Overlay) and MX (Mixed-Use Rail District) zone with NO EXCEPTIONS/EXEMPTIONS from the 30-day minimum. After reviewing the language in depth, listening to public comment, and providing feedback, the Planning Board produced its findings of the study and recommended that the City Commission approve the proposed amendments. At this time, the Planning Department is working towards a public

hearing at the City Commission on September 28, 2026.

LEGAL REVIEW:
Not applicable.

FISCAL IMPACT:
Not applicable.

SUSTAINABILITY:
Not applicable.

DESIGN CONSIDERATIONS:
Not applicable.

PUBLIC COMMUNICATIONS:
Not applicable.

SUMMARY:
Not applicable.

ATTACHMENTS:
None

SUGGESTED COMMISSION ACTION:
Not applicable.

DIRECTV

To: Michigan Franchising Entities (Municipalities)

July 29, 2026

DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

As discussed in last year's report, the local video franchise agreements pertaining to the U-verse TV service continue to be managed by DIRECTV.[1]

DIRECTV will continue to meet the terms of those agreements. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 240 HD channels
- Ability to record up to at least 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers and 24/7 online
- Online customer service and technical support is available at https://www.att.com/support/topic/u-verse-tv/

[1] On or about August 11, 2021, the municipalities previously served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreements were transferred to DIRECTV.

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